

**COMPLEX BUSINESS SERVICE GUIDE FOR
INTEREXCHANGE, INTERSTATE AND INTERNATIONAL SERVICES**

SECTION 2.0 - REGULATIONS

THE AT&T LONG DISTANCE SERVICES PROVIDED HEREUNDER ARE SUBJECT TO THESE TERMS AND CONDITIONS AND ANY WRITTEN AGREEMENT. THESE TERMS AND CONDITIONS APPLY TO ALL INTEREXCHANGE INTERSTATE AND INTERNATIONAL LONG DISTANCE SERVICES PROVIDED BY THE COMPANY. THESE TERMS AND CONDITIONS ALSO APPLY TO INTRASTATE SERVICES IN THE FOLLOWING STATES: ALABAMA, COLORADA (EXCEPT FOR OPERATOR SERVICES), FLORIDA, GEORGIA, INDIANA, IOWA, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, MISSISSIPPI, MONTANA, NEVADA, NEW JERSEY, NORTH CAROLINA, NORTH DAKOTA, OHIO, OREGON, PENNSYLVANIA, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, VERMONT, WASHINGTON, WISCONSIN AND WYOMING.

2.1 Undertaking of the Company

Switched voice service is offered to Customers of the Company to provide BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN Service, BellSouth® Long Distance Calling Card Service and operator assisted long distance calls originating and terminating within the United States and between the United States and those countries listed in Section 13 of this Pricing Guide. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services.

Private Line is offered to Customers of the Company to provide connections between Customer designated (D) locations. (D)

The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this Pricing Guide. When the Company enters into a contract with the Customer, all terms and conditions in this Pricing Guide shall apply except as noted in such contract.

The Company provides for the installation, operation, and maintenance of the telecommunications services provided herein in accordance with the terms and conditions set forth under this Pricing Guide. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise indicated, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities, including established billing arrangements, and subject to the provisions of this Pricing Guide.

2.2.2 The Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when the Customer or its Authorized User or End User is using Service in violation of the law or in violation of the provisions of this Pricing Guide, or for non-payment by the Customer.

2.2.3 Service provided under this Pricing Guide is directly controlled by the Company, and the Customer may not transfer or assign the use of Service, except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this Pricing Guide, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.

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2.2 Limitations on Service (continued)

2.2.4 The Customer may, where applicable, request the Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of the Customer or other designated entities for payment purposes. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for Service requested and obtained by the Customer, whether invoiced by the Company to the Customer, its affiliates, or other designated entities.

2.2.5 Customers may use the services provided under this Pricing Guide for any lawful purpose consistent with the transmission and switching parameters of the telecommunications network, and may resell its use (or the use of any part thereof) to a third party in the normal course of the Customer's business, except as specifically prohibited or limited herein. In any instance in which any of the services provided hereunder are being used in an unlawful manner, Company may, immediately and upon written notice to the Customer, and without liability, restrict, suspend or discontinue providing such service.

2.2.6 Where the Company resells Services of an underlying carrier that is limited by 47 U.S.C. Section 271, the resold Services will be offered subject to those limitations until such time as the underlying Carrier may be relieved of those limitations. This subsection shall not apply to Services when the underlying Carrier is relieved of the referenced limitations.

2.2.7 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain calling cards or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign new calling cards and Authorization Codes to replace the one that has been deactivated.

2.2.8 Service may not be used for any unlawful purpose.

2.3 Limitations on Liabilities

2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.

2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in this Pricing Guide, the Company shall not be liable to a Customer or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.

2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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2.2 Limitations on Service (continued)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
- (B) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, acts of terrorism, riots, wars (declared or undeclared), acts of government authority or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of the Company's Services;
- (D) Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
- (E) Breach in the privacy or security of communications transmitted over the Company's Service;
- (F) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection;
- (G) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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2.2 Limitations on Service (continued)

2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities of the Service.

2.4 Cancellation or Discontinuance of Service by the Company

Without incurring any liability, the Company may, under the following conditions, cancel Service prior to commencement and/or discontinue Service that is being furnished for the following reasons; provided that, unless otherwise stated, the Customer shall be given proper notice of such cancellation or discontinuance of Service:

- 2.4.1 Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that notice may be required by order of such regulatory authorities.
- 2.4.2 For the Customer's or its Authorized User's or End User's refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.4.3 For noncompliance with any of the provisions of this Pricing Guide governing Service.
- 2.4.4 For nonpayment of any sum due the Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5 Without notice, in the event of the Customer's or its Authorized User's or End User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, the Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to the Company an amount reasonably estimated by the Company as the loss in revenues to the Company resulting from such unauthorized use plus claims lodged against the Company by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to the Customer or its Authorized Users or End Users.
- 2.4.8 For periods of inactivity over sixty (60) days.

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2.5 Cancellation or Termination of Service by the Customer

- 2.5.1 The Company shall cancel Service promptly upon receipt of a cancellation request from the Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this Pricing Guide. The Customer shall be liable for all recurring charges prior to proper notice if the Customer initiates a change in presubscribed carrier.
- 2.5.2 If the Customer, either on behalf of itself or an Authorized User or End User, orders Service from the Company which requires special construction or facilities, and later cancels the order before Service begins, a charge shall be made to the Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of the Customer or its Authorized User or End User by the Company or as otherwise indicated in Section 2.5.3.
- 2.5.3 If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to Customer as indicated in Section 9 of this Pricing Guide. (C) (D)

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

2.7 Payment and Billing

- 2.7.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer by the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:
- (A) Any delegation of authority resulting in the use of the Customer's or its Authorized User's or End User's communications equipment and/or network services which result in the placement of calls via the Company;
 - (B) Any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
 - (C) Any calls placed by or through the Customer's or its Authorized User's or End User's equipment via any remote access feature(s);
 - (D) Any and all calls placed to an "800" or "888" or other toll-free service number provided to the Customer by the Company; or
 - (E) Any calls placed by the Customer or Authorized User using a Company-issued travel or calling card as a form of payment. The Customer is also responsible for payment as a result of the Customer's or its Authorized User's intentional or negligent disclosure of access numbers or Authorization Codes provided to the Customer for use with a complex voice calling card service.

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2.7 Payment and Billing (continued)

2.7.2 Non-recurring charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and/or actual usage as defined in this Pricing Guide to the extent any non-recurring charges are waived by the Company under any promotions and plans available to the Customer. However, the Company may charge the Customer for such waived charges at a later time, if the Customer disconnects the service prior to the expiration of the applicable minimum term associated with such service, promotion and/or plan.

2.7.3 Service is provided and billed by the Company on a monthly basis. Usage sensitive charges are billed in arrears. Fixed monthly recurring charges are billed one month in advance. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.

2.7.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the customer that the service or facility is available for use, except that the Service Commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to the standards set forth in this Pricing Guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

“Availability of service” or “start of service” is defined as the date on which the customer accepts delivery of such facility. If: (i) the Customer fails to give written notice that the facility is in material non-compliance with the applicable standard network specifications within five (5) business days after notification to the Customer by the Company that the facility is available; or (ii) the Customer places live traffic on the facility after notification by the Company that the facility is available, then the Customer shall be deemed to have accepted such facility.

Availability of service is determined on a per customer site/facility and product/service basis

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Customer premises equipment that is provided by the Customer, a third party vendor, or other entities, and which is not supported by the Company, is not considered a service element for "availability of service" determination.

2.7.5 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.

2.7.6 Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.

2.7.7 When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement subject to the provisions of this Pricing Guide.

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2.7 Payment and Billing (continued)

- 2.7.8 In its discretion, the Company may restore or re-establish service that has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Pricing Guide; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- 2.7.9 The Company may demand immediate payment and/or suspend service under the following circumstances:
- (A) Where Service is terminated or abandoned.
 - (B) Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
 - (C) Where the Company has reason to believe that a Customer is about to go out of business or that bankruptcy is imminent for that Customer.
- 2.7.10 A charge of \$20.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.
- 2.7.11 The security of Authorization Codes used by the Customer or its Authorized Users or End Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by the Customer, its Authorized Users or End Users shall be billed to the Customer and must be paid by the Customer.
- 2.7.12 If notice from the Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.
- 2.7.13 The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Pricing Guide or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.8 Deposits

- 2.8.1 The Company reserves the right to validate the credit worthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Any applicant whose credit has not been duly established and deemed acceptable to the Company may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.

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2.8 Deposits (continued)

2.8.2 A deposit is not to exceed one month's Service and the estimated usage charges for two (2) months' service plus installation. A deposit will be returned as follows:

(A) When an application for service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with this Pricing Guide and the excess portion of the deposit, if any, will be returned.

(B) Upon termination of Service, the deposit, as described herein, will be applied to any applicable charges in accordance with this Pricing Guide and the excess portion of the deposit, if any, will be returned promptly.

2.8.3 The fact that a deposit has been made in no way relieves the applicant or the Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of Service for nonpayment of any sums due for Service rendered.

2.9 Advance Payments

In order to protect the Company against revenue loss, an applicant for Service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for one month of Service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction. The amount of advance payment will be credited to the Customer's account on the first bill rendered for Service, and a new advance payment may be collected each month to be applied to each subsequent bill for Service.

2.10 Taxes

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority may be added pro rata, insofar as practical, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company may, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by the Company from each such Customer, an amount sufficient to recover any such tax or fee.

Unless otherwise specified in this Pricing Guide, any such taxes and fees are in addition to rates as quoted in this Pricing Guide and are included as separate line items on the Customer's bill.

2.11 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by the Customer, its Authorized User or End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of the Customer, its Authorized User or End User, except as otherwise provided. The Customer and its Authorized User or End User is also responsible for all costs at Customer's premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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2.12 Interconnection

Service furnished by the Company to the Customer or its Authorized Users or End Users may be connected with the services or facilities of other carriers. The Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether Pricing Guide requirements are being complied with in the installation, operation, and maintenance of the Customer's, Authorized User's, End User's or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.13.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company by the Customer or its Authorized Users or End Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.

2.13.3 The Company shall not be liable to the Customer, its Authorized Users or End Users for any damages for service interruption pursuant to this subsection. Neither the Customer nor its Authorized Users and End Users shall be entitled to any credit for interruption of Service pursuant to Section 2.13 when the interruption of Service is less than two (2) hours.

2.14 Interruption of Service

2.14.1 The credit allowances specified herein shall apply unless a Service Assurance Guarantee is offered for a given service in this Pricing Guide. In cases where a Service Assurance Guarantee is offered, the applicable credit allowance shall be as described in the appropriate Pricing Guide section for the affected service.

2.14.2 The Customer shall be given a credit allowance for any interruption of service which is not due to (a) the Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of the Customer, its Authorized Users or its End Users; or (c) the failure of facilities or equipment provided by the Customer or its Authorized Users and End Users.

2.14.3 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by action or omission of the Customer, its Authorized Users or End Users, or is not in facilities or equipment, if any, furnished by the Customer, its Authorized User or End User and connected to the Company's Services.

2.14.4 For purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.

2.14.5 For purposes of determining credits, the Company's trouble management system determines the number of minutes of service interruption. The service interruption shall be deemed to commence with the Company's receipt from the Customer of a notice of the service interruption and the Company's issuance of a trouble ticket.

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2.14 Interruption of Service (continued)

2.14.6 The Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours.

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

2.14.7 For usage rated toll services, credits will be limited to, at maximum, the price of the Initial Period for the individual call that was interrupted plus any applicable per call service charges or surcharges required to reconnect the caller.

2.15 Use of Recording Devices

Customers, Authorized Users and End Users who use recording devices do so at their own risk. A Customer, Authorized User or End User may only use a recording device if the Customer, Authorized User or End User complies with the requirements of this section and is able to connect or disconnect the recording device, or turn the recording device on or off, at will. The following types of conversations may not be recorded unless the use of the recording device is:

2.15.1 preceded by verbal or written consent of all parties to the telephone conversation; or

2.15.2 preceded by verbal notification which is recorded at the beginning, and as part of/the call, by the recording party; or

2.15.3 accompanied by an automatic tone warning device, sometimes called a beep tone, which automatically produces a distinct signal that is repeated at regular intervals during the course of the telephone conversation when the recording device is in use.

2.15.4 The requirements of 2.15.1, 2.15.2 or 2.15.3 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.16 Toll-Free Numbers

The following additional regulations apply to Toll-Free Services when offered by the Company:

2.16.1 The Company will make every effort to reserve toll-free vanity numbers (e.g., 800, 888) on behalf of Customers, but makes no guarantee or warrantee that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

2.16.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

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2.17 Trade Names, Trademarks, Service Marks and Registered Marks

Neither the Customer nor the Company shall use the other's trade names, trademarks or service marks ("Marks") without the prior written approval of the other party. Neither shall they display or use the other's Marks, nor permit the same to be displayed or used by third parties. Nothing in this Pricing Guide creates in a party rights in the Marks of the other.

2.18 Resale of Company Services

Services in this Pricing Guide are intended for End User Customer use. Resellers ordering services from this Pricing Guide will be billed as an End User Customer. The Company provides service to Reseller Customers through individual contracts and the appropriate Company Wholesale Services Supplement.

2.19 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or other authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company services. Such charges, if applicable, are described in this section of the Pricing Guide.

The Company may provide the Customers with purchasing incentives in addition to those set forth in Sections 8 and 10 of this Pricing Guide. Specifically, Customers who sign a BellSouth® Business Class Family of Services enrollment form contract of one year or greater are eligible to receive a 12% discount to be added to the appropriate interstate and international Volume and Term discounts found in Section 8.2.3, unless otherwise specified in the Customer's agreement or elsewhere in this Pricing Guide.

2.19.1 Pay Telephone Surcharge

A surcharge, not subject to discounts, of \$0.60 shall apply to each call utilizing the Company's services that originate from an instrument that the Company identifies as a domestic Pay Telephone. Unless otherwise specified in this Pricing Guide, services for which a Pay Telephone Surcharge applies include, but are not limited to:

- (A) Calls placed to a BellSouth® Toll-Free service. Surcharges will be billed to the Toll-Free service Customer rather than the party originating the call.
- (B) Calls placed using a LEC Calling Card. Surcharges will be billed to the Customer's LEC Calling Card.
- (C) Calls placed using the Company's Operator Services. Surcharges will be charged to the billed party based on the billing method (e.g., Collect, Third Party, etc.) chosen by the party placing the call.
- (D) Calls placed to remotely access the Company's VPN Network. Surcharges will be charged to the Customer's VPN account.
- (E) Calls placed using the Company's complex voice BellSouth® Long Distance Calling Card. Surcharges will be charged to the Customer's calling card.

Pay telephone surcharges are not subject to discounts nor contribute to any monthly minimums or revenue commitments that may apply to the Company services subscribed to by the Customer.

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2.19 Adjustment to Rates and Charges (continued)

2.19.2 Universal Service Subsidies

The Company is required by the Federal Communications Commission (FCC) to contribute to the Federal Universal Service Fund (FUSF) which supports universal service in high cost areas, assist low income users of telecommunications, and assist schools, libraries and rural health care facilities to obtain telecommunications and information services. The FCC permits the Company to assess a monthly surcharge for recovery of contributions paid by the Company to FUSF. The FCC sets the rate that the Company is required to contribute, and the FCC can increase and decrease the rate on a quarterly basis. The Company will assess all Customers a Universal Service Fund Charge. The Company reserves the right to change the amount of the assessment based on changes made to the FUSF rate by the FCC. The FCC Contribution factor subject to change quarterly can be found at <http://www.fcc.gov/omd/contribution-factor.html>.

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Additionally, for Customers receiving Company Services at a location in the state of South Carolina, the Company will apply a South Carolina Universal Service Fund surcharge. The surcharge will apply to nonrecurring and recurring charges for services at such locations, to direct dialed call usage for calls originating at such locations, to toll-free call usage for calls terminating at such locations, to calling card call charges for calls billed to such locations, and to operator assisted calls billed at such locations.

Universal Service Subsidy fees are not subject to discounts nor contribute to any monthly minimums or revenue commitments that may apply to Company services subscribed to by the Customer.

2.19.3 Presubscribed Interexchange Carrier Charge (PICC)

For Customers who select the Company as their Primary Interexchange Carrier, the Company will assess the Customer a monthly recurring charge, called a Presubscribed Interexchange Carrier Charge (PICC). This charge will be assessed on a per telephone number basis as shown below. PICCs will not be prorated for a partial month of service and are not subject to discounts nor contribute to any monthly minimums or revenue commitments that may apply to Company services subscribed to by the Customer. Credits for interruption of service as described in Section 2.14 of this Pricing Guide do not apply to PICCs.

Per Telephone Number: \$0.00

2.19.4 Legislative, Regulatory or Judicial Activity

Notwithstanding any statement to the contrary contained in this Pricing Guide, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service (Regulatory Activity), the Company reserves the right, at any time and without notice to: (i) pass through to the Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Pricing Guide to reflect the impact of such Regulatory Activity.

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SECTION 2.0 - REGULATIONS

2.19 Adjustment to Rates and Charges (continued)

2.19.5 Primary Interchange Carrier (PIC) Change Charge

The Company may, at its option, elect to incur the PIC change charge on the Customer's behalf for new Customers who presubscribe their interstate service to the Company through Company-designated sales channels for Company-designated marketing campaigns and where the appropriate arrangements are in place between the Company and the eligible Customer's local exchange carrier. In the event that no such arrangements are in place, the Company may, at its option, reimburse the Customer or issue the appropriate credits on the Customer's invoice upon the Customer's proof of payment of such PIC change charges.

2.19.6 Federal Regulatory Fee

The Company may assess an undiscountable monthly Federal Regulatory Fee in the amount of 1.98% of total net charges for interstate and international charges for telecommunications services, after application of all applicable discounts and credits. This fee is for recovery of amounts AT&T is required by governmental or other authorities to pay to others in support of statutory or regulatory programs, including telecommunications relay services for the speech and hearing-impaired, FCC regulatory operating costs and the North American Numbering Plan administration.

2.20 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a call or private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or Company access point(s) associated with the call or private line facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Pricing Guide No. 4*. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the Company's network.

For outbound and inbound switched long distance services utilizing Switched Access Origination, mileage measurements are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and terminating points. Distance measurements are determined using the mileage calculation method shown in Section 2.20.2.

For outbound switched long distance services utilizing Special Access Origination, mileage measurements are based on the distance in airline miles between the Company access point associated with the station utilizing Dedicated Access Lines and the serving wire center associated with the called station. For inbound switched long distance services utilizing Special Access Termination, mileage measurements are based on the distance in airline miles between the serving wire center associated with the calling station and the Company access point associated with the station utilizing Dedicated Access Lines. Distance measurements are determined using the mileage calculation method shown in Section 2.20.2.

For non-switched Private Line and Dedicated Access services, mileage measurements are based on the distance in airline miles between the Company access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in Section 2.20.1.

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2.20 Calculation of Distance

2.20.1 Calculation Method for Private Line and Dedicated Access Services

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1: Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

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SECTION 2.0 - REGULATIONS

2.20 Calculation of Distance (continued)

2.20.2 Calculation Method for Switched Services

The following steps describe the procedure for calculating mileage distances for switched long distance services:

- Step 1: Obtain the V and H coordinates for each rate center.
- Step 2: Obtain the difference between the V coordinates of the two rate centers. Obtain the difference between the H coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3: Divide each of the differences obtained in Step 2 by three, rounding each quotient to the nearer integer.
- Step 4: Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in Step 3 by three and repeat Step 4. Repeat this process until the sum of the squares obtained in 4. is less than 1778.
- Step 5: The number of successive divisions by three in Steps 3 and 4 determines the value of N. Multiply the final sum of the two squares obtained in Step 4 by the multiplier specified in the following table for the value of N preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-----
2	8.1	41
3	72.9	121
4	656.1	361
5	5904.9	1081
6	53144.1	3241

2.21 Changes in Service; Changes in Terms and Conditions; and Changes in Rates and Charges

The Company reserves the right to change the Services included in this Pricing Guide or the terms and conditions under which such Services are offered or the rates and charges for such Services at any time. Customers affected by such changes will be notified in accordance with the applicable notice requirements under state law for the state governing the Customer's contract with the Company. Where advance notification is required, Customers affected by such changes may receive telephone notice, written notice, or Internet notice. If notice is sent to the Customer, it will be considered given when deposited in the U.S. Mail, addressed to the Customer at the Customer's billing address or when hand-delivered to the Customer. The Company's notice will be effective if provided to the Customer on the Customer's billing statement or by telephone. Notices are also considered effective on the Customer when these are first posted on the Company's Internet Web Site at <http://www.bellsouth.com/longdistance>.

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2.22 Ordering Under the American Recovery and Reinvestment Act (ARRA)

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this pricing guide shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.