

SNET America, Inc. d/b/a AT&T Long Distance East's New Mexico Tariff No. 3 replaces in its entirety
SNET America, Inc. d/b/a SBC Long Distance East's New Mexico Tariff No. 2

SNET America, Inc.
d/b/a
AT&T Long Distance East

TELECOMMUNICATIONS TARIFF
FILED WITH THE
NEW MEXICO PUBLIC REGULATION COMMISSION

This tariff is on file with the Telecommunications Division of the New Mexico Public Regulation Commission,
Room 518, PERA Building, 500 Old Santa Fe Trail, Santa Fe, New Mexico 87501. Copies may also be obtained at (T)
no charge by writing SNET America, Inc., Director Regulatory, 208 South Akard Street, Dallas, Texas 75202 (T)

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate telecommunications services furnished within the state of New Mexico by SNET America, Inc. d/b/a AT&T Long Distance East subject to the jurisdiction of the New Mexico Public Regulation Commission.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. 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 New Mexico Public Regulation Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2
- 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)(i)
- 2.1.1(A)(1)(a)(I)(i)(1)

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SYMBOLS

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

- C - To signify a changed listing, rule or condition which may affect rates or charges.
- D - To signify deleted material, including a listing, rate, rule or condition.
- I - To signify a change in rates or charges resulting in an increase to a customer's bill.
- L - To signify material relocated from or to another party of this Tariff with no change in text, rate, rule or condition.
- N - To signify new material, including a listing, rate, rule or condition.
- R - To signify a change in rates or charges resulting in a reduction to a customer's bill.
- T - To signify a change in the wording of the text, but no change in rate, rule or condition.
- X - To signify a correction or reissued matter.

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 - 2.1.1(A)(1)(a)(I)(i)
 - 2.1.1(A)(1)(a)(I)(i)(1)
- D. Check Pages - When a tariff filing is made with the NMPRC, 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 Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check Sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Sheet to find out if a particular Page is the most current on file with the NMPRC.

SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Calling Card - A billing convenience whereby the End User may bill the charges for a call to an approved local exchange company-issued Calling Card. The terms and conditions of the local exchange company shall apply to payment arrangements.

Collect - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

Company - SNET America, Inc. d/b/a AT&T Long Distance East, unless stated otherwise.

Company's Point of Presence - Location of the serving central office associated with access to the Company's underlying carrier's network.

SECTION 1 – DEFINITIONS, (CONT'D.)

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call.

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's underlying carrier's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

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SECTION 1 – DEFINITIONS, (CONT'D.)

LATA - Local Area of Transport and Access.

MAC – Minimum Annual Commitment.

MMC – Minimum Monthly Commitment.

NMPRC - New Mexico Public Regulation Commission.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Service Acceptance Date – The date service is first established on the plan the Customer agrees to.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating and terminating at specified points within the state of New Mexico under terms of this tariff.

SNET America, Inc. d/b/a AT&T Long Distance East installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff.

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

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, appropriate billing and collection agreements, and subject to the provisions of this tariff.

2.2.2 SNET America, Inc. d/b/a AT&T Long Distance East reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by SNET America, Inc. d/b/a AT&T Long Distance East and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.2.6 The Company does not offer to process local emergency calls, "911" or "0" calls. Such calls are routed directly to the serving local exchange carrier or to the underlying long distance carrier (0 + interLATA).

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company

- 2.4.1 The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.14.
- 2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- 2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.4.4 The Company shall be indemnified and held harmless by the Customer against:
- (A) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.4 (Cont'd.)

- (B) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
- (C) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.4.5 The Company will make no refund of overpayment by a Customer unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

2.4.6 The above language in Sections 2.4 (and any and all language which appears in this tariff addressing liability of SNET America, Inc. d/b/a AT&T Long Distance East) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.4.7 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Guidebook, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, civil disturbance, or act of government, or by any other cause beyond the Company's direct control. (N)

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits

The Company does not require deposits of Customers.

2.6 Advance Payments

The Company does not require advance payments of Customers.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of SNET America, Inc. d/b/a AT&T Long Distance East's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Installation and Termination

No installation is required. The Customer initiates service by dialing the Company's access code prior to dialing the destination telephone number. Certain service may require advance notification of the Company by the Customer in order to identify the originating line for special billing programs.

2.10 Payment for Service

2.10.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by SNET America, Inc. d/b/a AT&T Long Distance East. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.2 Customers are billed directly by the local exchange company and are subject to the payment regulations applicable to the local exchange company which are approved by the NMPRC.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment for Service, (Cont'd.)

2.10.3 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one percent (1.0%) unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.10.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

2.10.5 A late fee of 1.5% per month will be charged on any past due balance.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Other Rules

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the New Mexico State Corporation Commission.

2.12 Interconnection

Service furnished by SNET America, Inc. d/b/a AT&T Long Distance East may be connected with the services or facilities of other carriers. The Subscriber is responsible for all charges billed by other carriers for use in connection with SNET America, Inc. d/b/a AT&T Long Distance East's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

2.13 Refusal or Discontinuance by Company

SNET America, Inc. d/b/a AT&T Long Distance East may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer or Subscriber shall be given fifteen (15) days notice to comply with any rule or remedy and deficiency.

- 2.13.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For noncompliance with or violation of Department regulation or SNET America, Inc. d/b/a AT&T Long Distance East's rules and regulations on file with the Department, provided ten (10) days written notice is given before termination.
- 2.13.3 For nonpayment of bills, provided that suspension or termination of service shall not be made without ten (10) business days written notice to the Customer, except in extreme cases.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.13 Refusal or Discontinuance by Company, (Cont'd.)
- 2.13.4 Without notice in the event of Subscriber or Customer use of equipment in such a manner as to adversely affect SNET America, Inc. d/b/a AT&T Long Distance East's equipment or service to others.
 - 2.13.5 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, SNET America, Inc. d/b/a AT&T Long Distance East may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - 2.13.6 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.
 - 2.13.7 With notice for periods of inactivity over ninety (90) days.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer or Subscriber to notify the Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Subscriber or Customer and connected to Carrier's terminal.

2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.16 Cancellation by Customer

The Customer may cancel service at any time by ceasing to dial the Company's access code prior to placing a call.

2.17 Reservation of 800 Numbers

The Company will make every effort to reserve 800 vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.18 Portability of 800 Numbers

The Company will participate in porting 800 numbers only if the account balance is zero (0) and all charges incurred as a result of the 800 number have been paid.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Renewal of Term Plan

2.19.1 No Renewal

If the customer does not choose to renew a term plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the Business default rates in effect, upon completion of the current term.

2.19.2 Change in MAC/Term Plan Commitment

(A) Change In MAC and No Change in Length of Term Plan

(1) Higher MAC

If the Customer changes to a higher MAC and does not change the length of the term plan agreement, no under-utilization charge applies and no new term plan agreement is required. To calculate the adjusted annual MAC, prorate the old MAC and prorate the new MAC.

(2) Lower MAC

If the Customer changes to a lower MAC and does not change the length of the term plan agreement, a under-utilization charge will be assessed. The under-utilization charge is equal to the difference between the qualified usage toward the current MAC and the unmet MAC in the current year. A new term plan agreement must be signed by the Customer with new begin/end dates.

(B) Change In MAC and Change in Length of Term Plan

(1) Higher MAC and Longer Term Plan Commitment

If the Customer changes to a higher MAC and a longer term plan commitment, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Renewal of Term Plan, (Cont'd.)

2.19.2 Change in MAC/Term Plan Commitment, (Cont'd.)

(B) Change In MAC and Change in Length of Term Plan, (Cont'd.)

(2) Lower MAC and Shorter Term Plan Commitment

If the Customer changes to a lower MAC and a shorter term plan commitment, an under-utilization charge will be assessed. The under-utilization charge will be the difference between (number of years in old term plan times MAC) minus (total usage accumulated to date in the current MAC year). A new term plan must be signed by the Customer with new begin/end dates.

(3) Lower MAC and Longer Term Plan Commitment

If the Customer changes to a lower MAC and a longer term plan, a under-utilization charge may apply. The old MAC/term plan revenue commitment will be compared to the new MAC/term plan revenue commitment. If the new MAC/term plan total revenue commitment for the length of the term plan agreement is greater than the old MAC/term plan total revenue commitment for the length of the term plan agreement, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a under-utilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Renewal of Term Plan, (Cont'd.)

2.19.2 Change in MAC/Term Plan Commitment, (Cont'd.)

(B) Change In MAC and Change in Length of Term Plan, (Cont'd.)

(4) Higher MAC and Shorter Term Plan Commitment

If the Customer changes to a higher MAC and a shorter term plan, a under-utilization charge may apply. The old MAC/term plan revenue commitment for the length of the term plan agreement will be compared to the new MAC/term plan revenue commitment for the length of the term plan agreement. If the new MAC/term plan revenue commitment is greater than the old MAC/term plan revenue commitment, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a under-utilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

(C) Change in Length of Term Plan and No Change in MAC

(1) Longer Term Plan Commitment

If the Customer changes to a longer term plan commitment with no change to the MAC, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

(2) Shorter Term Plan Commitment

If the Customer changes to a shorter term plan commitment and does not change the MAC, a under-utilization charge will be assessed. The under-utilization charge will be the difference in the old MAC level minus the current year's MAC usage accumulation to date, plus any full years of MAC remaining on the old MAC term commitment. A new term plan must be signed by the Customer with new begin/end dates.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Renewal of Term Plan, (Cont'd.)

2.19.3 MMC Changes

(A) Change to Lower MMC

A Customer who changes to a lower revenue commitment may opt to implement the change in the middle of its bill cycle or may opt to make the change effective on the first day of the next bill cycle. If a Customer opts to implement the change in the middle of its billing cycle, a shortfall under-utilization charge applies for the unmet MMC for that billing cycle, if applicable.

(B) Change MMC to MAC

A Customer may change from a MMC to a MAC at any time during the billing cycle. The MMC will end and no under-utilization charge applies. A term plan must be signed by the Customer with new begin/end dates. The MAC will start on the date requested by the Customer.

2.19.4 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 at the end of the Customer's monthly billing cycle.

(C) Term Plan Agreement

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

SECTION 3 - DESCRIPTION OF SERVICE & RATES

3.1 General

The Company provides intrastate, interexchange switched telecommunications services between locations in New Mexico. The Company's service includes direct-dialed calling with charges based upon call duration, and/or total volume. (D)

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.2 Time-Of-Day Rate Periods

The following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

	MON	TUES	WED	THUR	FRI	SAT	SUN	
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD							
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD							EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD							

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

3.3 Other Rate Periods

Peak: Daytime Rate Period, per above.

Off Peak: All other days and hours, including Holidays, which are not included in Daytime Rate Period above.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.4 Call Timing

- 3.4.1 Long distance usage charges are based on the actual usage of the Company's underlying carrier's network.
- 3.4.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by signal from the called party location or by automatic timing equipment in the telephone network.
- 3.4.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.4.4 Unless otherwise specified in this tariff, usage is measured and rounded in one minute increments for billing purposes.
- 3.4.5 The Company shall not bill for unanswered calls.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A

3.5.1 General Description

This is a calling plan utilizing switched or dedicated access lines and sub-minute timing of calls. Outbound calling, inbound AT&T Long Distance Toll FreeSM Service Calling Card service are offered under this plan. (T)

Calls originate and terminate on Switched Access facilities provided by local exchange companies or other authorized access providers. For switched access, the Customer is responsible for establishing local access facilities and for all nonrecurring, recurring, construction and other charges in connection with such local access. other authorized access provider and shall pass the costs for such facilities on to the Customer. The Customer using multiple Switched Access lines for a single 800 number must arrange for hunting service from the local exchange company.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.2 MTS

MTS is an outbound service priced based on a single rate band. Calls are billed in one minute increments. The minimum call duration is one minute.

- (A) Minimum Usage Charge (MUC) \$17.50 until June 12, 2014 at which time the MUC will increase to \$22.50. (T)
(T/I)

If the monthly outbound and/or inbound usage charges equal or exceeds the MUC in a billing period, the MUC will not apply. If the monthly outbound and/or inbound usage charges in a billing period are less than the MUC, the charge that will apply will be the difference between that month's usage charges and the MUC.

Only one minimum usage charge will apply when a Customer subscribes to both AT&T Long Distance Toll FreeSM Service and MTS.

- (B) Per-Minute Usage Rate

	Initial Minute	Additional Minute
Day	\$0.4500	\$0.3400
Evening	\$0.3510	\$0.2652
Night/Weekend	\$0.2160	\$0.1632

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.3 Calling Card

Pending state and regulatory approval where applicable, on or after May 15, 2014, calling card service will be discontinued in the state of New Mexico. For customers under a term agreement for intrastate services, the calling card feature will be discontinued from their service arrangement, including any optional calling plan service.

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The Customer shall access the network by dialing the Company's universal access 800 number to access the underlying carrier's network by dialing the Company's universal access 800 number to complete direct dialed or operator assisted calls. Per minute usage charges and fixed service charges per call apply. Calls are billed in one minute increments. The minimum call duration is one minute.

(C)

(A) Usage Rates Per Minute:

	Initial Minute	Additional Minute
Day	\$0.4500	\$0.3400
Evening	\$0.3510	\$0.2652
Night/Weekend	\$0.2160	\$0.1632

(B) Service Charge, Per Call:

Call Type	Fully Automated	Operator Dialed	Operator Assisted
Calling Card Surcharge	\$1.00	\$2.75	\$1.75
Operator Station			
Collect	\$2.35	\$3.35	\$2.35
Third Party	\$2.35	\$3.35	\$2.35
Person to Person	N/A	\$4.90	\$4.90

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.4 AT&T Long Distance Toll FreeSM Service (cont'd) (T)

Monthly Service Fees, per service group: (T)

Switched Access \$ 5.00

This monthly service fee is waived if the Customer subscribes to the same 800 number for both interstate and intrastate service.

3.5.5 AT&T Long Distance Toll FreeSM Service - Optional Features (T)

The following optional services are available with 800 Service. (D)

(A) Reserved for future use

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.5 AT&T Long Distance Toll FreeSM Service - Optional Features (cont'd) (T)

(B) Reserved for future use

(C) Reserved for future use

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.5 AT&T Long Distance Toll FreeSM Service - Optional Features (cont'd)

(T)

(D) Reserved for future use

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.5 AT&T Long Distance Toll FreeSM Service - Optional Features (cont'd)

(E) Enhanced Routing Features¹ (T)

The following features are available on both Switched Access for an additional one time and monthly charge:

Time of Day Routing
Day of Week Routing
Day of Year Routing
Call Allocation Routing
Command Routing

Nonrecurring Charges:

Installation	\$100.00
Service Change	\$ 50.00
Command Routing Activation	\$ 50.00

Monthly Recurring Charges:

1-3 Routing Plans	\$ 0.00
4-12 Routing Plans	\$ 50.00
13-99 Routing Plans	\$ 50.00

¹ This optional feature is no longer available to: (a) new Customers; (b) existing Customers at new locations; or (c) on new toll free numbers effective November 12, 2013. Existing customers may retain current enhanced routing features but adds, moves, or changes will not be permitted. (N)

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.5 AT&T Long Distance Toll FreeSM Service - Optional Features (cont'd)

(T)

(E) Enhanced Routing Features, (Cont'd.)

Time of Day Routing

This feature allows the Customer to have calls to the same 800 number routed to different locations during various times of the day.

- (1) Time of Day routing shall follow the national observance of daylight savings time.
- (2) The day may be divided into 15 minute increments, with up to 96 time intervals per 24 hour period. All time intervals must begin on the quarter clock hour.
- (3) The Customer time of day schedule must include the entire 24 hour day.

Day of Week Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations based upon the day of the week. Day of Week routing shall follow the national observance of daylight savings time.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

3.5.5 AT&T Long Distance Toll FreeSM Service - Optional Features (cont'd)

(T)

(E) Enhanced Routing Features, (Cont'd.)

Day of Year Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations on specified days of the year. Dates are stored in a month/day format. It is the responsibility of the Customer to revise day of year routing schedules annually.

Call Allocation Routing

This feature permits the Customer to define routing of calls made to the same 800 number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with 1% (one percent) as the smallest allocation percentage to any location. The total of all percentage allocations must be 100%.

Command Routing

This feature allows the Customer to activate a different Enhanced 800 routing plan on command by placing one telephone call to the Company.

- (1) The Customer may define up to 99 separate routing plans per 800 number.
- (2) Routing plans must be loaded in the Company's network before they are available for activation on command.
- (3) The Customer must have a minimum of (2) two routing plans to be able to utilize this feature.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.6 Business High Volume Calling Plan II

High Volume Calling Plan II is a flat rate calling plan designed for business Customers who bill at least \$50.00 monthly in long distance services. High Volume Calling Plan II calls utilize Switched Access Lines and are billed in one (1) second increments for plans with a Monthly Annual Commitment and are billed in six (6) second increments for plans with a Monthly Minimum Commitment, both with an Initial Period, for billing purposes of eighteen (18) seconds. The minimum commitment for the Monthly Minimum Commitment (MMC) on this plan is one month. The minimum commitment for the Minimum Annual Commitment (MAC) is one year. (D)

3.6.1 High Volume Calling Plan II Customers can have multi location accounts that have the same account-billing name grouped together. Accounts that are added after the initial installation inherit the start date of the first account on the plan.

3.6.2 High Volume Calling Plan II Customer will be required to select a Minimum Monthly Commitment (MMC) without signing a term commitment or a Minimum Annual Commitment (MAC) which requires a term commitment. A Customer participating in the High Volume Calling Plan II commits to spending a predetermined dollar volume, either annually in the case of a MAC or monthly in the case of a MMC.

3.6.3 High Volume Calling Plan II Customers can aggregate usage totals from inbound and outbound service usage when SNET America, Inc. d/b/a AT&T Long Distance East is the Carrier of choice, Calling Card, and multiple Billed Telephone Numbers (BTN) when they are identified under a single Master Account Number, to meet either the MMC or MAC. Any commitment (MMC or MAC) shortfall will be applied to the Primary Billed Telephone Number of the Master Account. (D)

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

- 3.6 Business High Volume Calling Plan II, (Cont'd.)
- 3.6.4 Customers subscribing to a MMC will be given a two (2) month grace period where there will be no shortfall penalty assessed. If a Customer subscribes to a 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 no penalty period.
- 3.6.5 Customers that participate in other SNET America, Inc. d/b/a AT&T Long Distance East Optional Call Plans with a term requirement can upgrade to this call plan without penalty. Customer must sign a term Agreement in twelve-month increments, equal to or greater than the remaining months on their existing Agreement and meet the minimum requirement of this plan. If the Company does not offer a plan that carries a term sufficient to satisfy this requirement, the Customer must opt for the longest term currently available.
- 3.6.6 The usage rates defined below are applicable to the components listed.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.6 Business High Volume Calling Plan II, (Cont'd.)

3.6.7 Usage Rates

- (A) Monthly Minimum Commitment Option - The usage rates defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

Monthly Minimum	Switched Access		(D)	
	Initial 18 Seconds	Each Additional 6 Seconds	(D)	(D)
\$ 50.00	\$0.0410	\$0.01368	(D)	(D)
\$ 200.00	\$0.0401	\$0.01338	(D)	(D)
\$ 500.00	\$0.0391	\$0.01302	(D)	(D)
\$ 1,000.00	\$0.0374	\$0.01248	(D)	(D)
\$ 2,500.00	\$0.0360	\$0.01200	(D)	(D)
\$ 5,000.00	\$0.0338	\$0.01128	(D)	(D)
\$10,000.00	\$0.0324	\$0.01080	(D)	(D)
\$15,000.00	\$0.0319	\$0.01062	(D)	(D)
\$20,000.00	\$0.0288	\$0.00960	(D)	(D)

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.6 Business High Volume Calling Plan II, (Cont'd.)

3.6.7 Usage Rates, (Cont'd.)

(B) Minimum Annual Commitment Option – The usage rates defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

MAC 1 Year Term**	Switched Access		(D)	
	Initial 18 Seconds	Each Additional Second	(D)	(D)
\$ 600.00	\$0.0318	\$0.00177	(D)	(D)
\$ 2,400.00	\$0.0312	\$0.00173	(D)	(D)
\$ 6,000.00	\$0.0306	\$0.00170	(D)	(D)
\$ 12,000.00	\$0.0288	\$0.00160	(D)	(D)
\$ 30,000.00	\$0.0270	\$0.00150	(D)	(D)
\$ 60,000.00	\$0.0252	\$0.00140	(D)	(D)
\$120,000.00	\$0.0234	\$0.00130	(D)	(D)
\$180,000.00	\$0.0222	\$0.00123	(D)	(D)
\$240,000.00	\$0.0216	\$0.00120	(D)	(D)

**For Customers whose contract expired, please see Section 3.6.10.

(N)

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.6 Business High Volume Calling Plan II, (Cont'd.)

3.6.7 Usage Rates, (Cont'd.)

(B) Minimum Annual Commitment Option – The usage rates defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times (Cont'd.).

MAC 2 Year Term**	Switched Access		(D)	
	Initial 18 Seconds	Each Additional Second	(D)	(D)
\$ 600.00	\$0.0300	\$0.00167	(D)	(D)
\$ 2,400.00	\$0.0294	\$0.00163	(D)	(D)
\$ 6,000.00	\$0.0288	\$0.00160	(D)	(D)
\$ 12,000.00	\$0.0270	\$0.00150	(D)	(D)
\$ 30,000.00	\$0.0252	\$0.00140	(D)	(D)
\$ 60,000.00	\$0.0234	\$0.00130	(D)	(D)
\$120,000.00	\$0.0216	\$0.00120	(D)	(D)
\$180,000.00	\$0.0204	\$0.00113	(D)	(D)
\$240,000.00	\$0.0198	\$0.00110	(D)	(D)

**For Customers whose contract expired, please see Section 3.6.10.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.6 Business High Volume Calling Plan II, (Cont'd.)

3.6.7 Usage Rates, (Cont'd.)

(B) Minimum Annual Commitment Option – The usage rates defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times (Cont'd.).

MAC 3 Year Term**	Switched Access		(D)	
	Initial 18 Seconds	Each Additional Second	(D)	(D)
\$ 600.00	\$0.0282	\$0.00157	(D)	(D)
\$ 2,400.00	\$0.0276	\$0.00153	(D)	(D)
\$ 6,000.00	\$0.0270	\$0.00150	(D)	(D)
\$ 12,000.00	\$0.0252	\$0.00140	(D)	(D)
\$ 30,000.00	\$0.0234	\$0.00130	(D)	(D)
\$ 60,000.00	\$0.0216	\$0.00120	(D)	(D)
\$120,000.00	\$0.0198	\$0.00110	(D)	(D)
\$180,000.00	\$0.0186	\$0.00103	(D)	(D)
\$240,000.00	\$0.0180	\$0.00100	(D)	(D)

3.6.8 Toll Free Calling Card Surcharge

Under High Volume Calling Plan II, the Calling Card service charge is \$0.50 per call when the Customer utilizes the toll free number printed on the card.

**For Customers whose contract expired, please see Section 3.6.10.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.6 Business High Volume Calling Plan II, (Cont'd.)

3.6.9 Cancellation of Term Plan

(A) Customer Cancels – MAC has been met:

If the Customer cancels a term 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:

If the Customer cancels a term 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 each of the additional years remaining on the term plan agreement.

(C) MACs, MMCs, and Term Plan Agreements

Customers that subscribe to this service and who wish to: (1) change MAC or MMC; (2) change the length of their term; or; (3) change to another High Volume Calling Plan; customers must cancel their current term plan agreement and sign a new term plan agreement with new begin/end dates unless otherwise indicated in this Tariff.

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(N)

(D) 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 agrees to replace some or all of their existing service with Internet Protocol (IP) service, Wireless, or any functionally equivalent service from an Affiliate of the Company for the purpose of placing outbound and/or inbound live voice communications outside of the customer's local calling area

(C)
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(C)

3.6.10 Term Renewal

If the customer does not choose to renew the Business High Volume Calling Plan II at the end of the 1, 2 or 3 year term, the customer will be automatically changed the out of term rates listed below.

MAC	Switched Access	
	Initial 18 Seconds	Each Additional Second
\$ 600.00	\$0.1773(I)	\$0.0099(I)
\$ 2,400.00	\$0.1748(I)	\$0.0097(I)
\$ 6,000.00	\$0.1697(I)	\$0.0094(I)
\$ 12,000.00	\$0.1595(I)	\$0.0089(I)
\$ 30,000.00	\$0.1467(I)	\$0.0082(I)
\$ 60,000.00	\$0.1365(I)	\$0.0076(I)
\$120,000.00	\$0.1250(I)	\$0.0069(I)
\$180,000.00	\$0.1199(I)	\$0.0067(I)
\$240,000.00	\$0.1161(I)	\$0.0065(I)

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Directory Assistance

A Directory Assistance charge of \$1.25 per call applies to all intrastate calls made from points within the State of New Mexico.

4.2 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to New Mexico law and P.S.C. NMPRC regulations.

SECTION 5 - PROMOTIONS

5.1 Promotional Offerings - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions must be approved by the NMPRC and shall be made available to all similarly situated Customers in the target market area.

5.2 Competitive Response Promotion

In order to acquire or retain customer, the Company will match certain offers made by other interexchange carriers/resellers where the customer can demonstrate to the Company's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services.

5.3 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

5.4 Customer Satisfaction Guarantee

New Customers of SNET America, Inc. d/b/a AT&T Long Distance East will be given a 90 day Customer Satisfaction Guarantee. The Company will convert the Customer back to the Customer's original carrier of choice, should the Customer not be satisfied with SNET America, Inc. d/b/a AT&T Long Distance East service during the first 90 days from the date of transfer of service. This guarantee is only valid for Customers who are in good standing with SNET America, Inc. d/b/a AT&T Long Distance East and want to be converted back to their original carrier. Customers that want to be converted to a carrier other than their original carrier, must do so at their own cost. The Customer will still be responsible for the payment of any and all charges associated with the service provided by SNET America, Inc. d/b/a AT&T Long Distance East.

SECTION 6 – GRANDFATHERED SERVICES

6.1 Reserved for future use

(T)

(D)

(D)

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

(D)

(D)

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

(D)

(D)

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

(D)

(D)

