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A2. GENERAL TERMS AND CONDITIONS (T)

A2.1 Application

The *terms and conditions* specified herein are applicable to all communication services offered in this *Guidebook* by South Central Bell Telephone Company, hereinafter referred to as the Company. Additional *terms and conditions*, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this *Guidebook*. (T)

A2.2 Limitations And Use Of Service

A2.2.1 Use Of Subscriber's Service

- A. Telephone equipment and facilities are furnished for the use of the subscriber, employees, agents or representatives of the subscriber or members of the subscriber's domestic establishment except as the use of the service may be extended, in addition to other service which may be separately ordered, to joint users, patrons of hospitals, nursing homes, rest homes, or of hotels subscribing to message rate service, members of clubs, students living in quarters furnished by schools, colleges or universities, to persons temporarily subleasing a subscriber's residential premises, or to approved Sharing and Resale of Basic Local Exchange Service subscribers as specified in Section A27. (T)
- B. Traffic Reports as described in A32.1.4.B. may be requested for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the end user. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering is provided on a per-report basis and will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability.
- C. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- D. No subscriber may use any service listed in any part of this General *Exchange Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable. (T)

A2.2.2 Establishment Of Identity

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

A2.2.3 Customer-Provided Terminal Equipment And Customer-Provided Communications Systems

Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in Section A15. (T)

A2.2.4 Accessories Provided By The Subscriber

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

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A2.2 Limitations And Use Of Service (Cont'd)

A2.2.5 Broadcast Of Recordings Of Telephone Conversations

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

(T)

A2.2.6 Recorded Public Announcements

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

- A. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- B. Subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
- C. Private telephone numbers will not be furnished for use with recorded public announcements.
- D. Failure to comply with the provisions of this *Guidebook* shall be cause for termination of the service.

(T)

A2.2.7 Limited Communication

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

A2.2.8 Transmitting Messages

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

Where the Company transmits messages through the Alabama Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving or delivering messages by telephone, TDD or any other instrumentality over the facilities of the Company, connecting utilities or through the Alabama Relay Center, in the absence of gross negligence or willful misconduct.

A2.2.9 Unlawful Use Of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. The Company will discontinue service or refuse to furnish service when it has reasonable grounds to believe that such service is being used or will be used in violation of the law. Reasonable grounds may include but is not limited to an order, provided by law enforcement officials to the Company, from a court of competent jurisdiction in which the court finds that the service is being used or will be used in violation of the law and should be terminated.

A2. GENERAL TERMS AND CONDITIONS

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A2.2 Limitations And Use Of Service (Cont'd)**A2.2.10 Cancellation Of Service For Cause**

- A.** The Company may without notice either suspend or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:
1. abandonment of the service,
 2. impersonation of another with fraudulent intent,
 3. listening in on party line conversations,
 4. use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others,
 5. abuse or fraudulent use of service; such abuse or fraudulent use includes:
 - a. the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;
 - b. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, Long Distance Message Telephone Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
 - c. the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 - d. the use of profane or obscene language;
 - e. the use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers;
 6. incurring unusually high charges, such as much higher than normal toll usage, where, after investigation, further continuance of service could result in additional revenue loss to the Company.
- B.** The Company may after five (5) days' written notice of the Company's intention to discontinue service to the subscriber, disconnect the service and remove any of its equipment from the subscriber's premises upon:
1. failure of a subscriber to make suitable deposit as required; or
 2. nonpayment of any undisputed sum due for exchange, long distance, or other services; or
 3. any other violation where unlimited access to the network may result in substantial revenue loss for the Company.
- C.** The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- D.** The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this General Exchange Guidebook, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

A2. GENERAL TERMS AND CONDITIONS

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A2.2 Limitations And Use Of Service (Cont'd)**A2.2.11 Reserved For Future Use****A2.2.12 Connections Of Other Common Carrier-Provided Communications Systems**

Communications systems provided by the Other Common Carrier (listed in Section A15.) hereafter referred to as the OCC, may be connected with the facilities furnished by the Company for exchange, Long Distance Message Telecommunications Service, and Wide Area Telecommunications Service as specified in A15.1.7 following.

A2.2.13 Reserved For Future Use**A2.2.14 Billed Number Screening**

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

A2.2.15 Network Facilities For Use With Automatic Dialing And Announcing Devices

- A. Subscribers who wish to use automatic dialing and announcing devices for solicitation purposes must do so pursuant to the following terms and conditions.
1. No numbers will be called in sequential fashion. Sequentially placed calls refer to those calls automatically dialed by successively increasing or decreasing integers, or similar methods.
 2. Where facilities permit, the equipment shall be so programmed or utilized in such a manner as to automatically disconnect a called party's line not later than ten seconds after the called party hangs up.
 3. Within 20 seconds after the called party answers, the name and telephone number of the individual or firm making or paying for the call, including but not limited to the name of the individual or firm on whose behalf the call is made, must be clearly stated.
 4. At the conclusion of the call, the name and telephone number of the individual or firm making or paying for the call, including but not limited to the name of the individual or firm on whose behalf the call is made, must again be clearly stated.
 5. If the customer's response is to be recorded, they must be informed of such and permission must be granted.
 6. If the solicitation call requires a response by the customer and a charge will apply, the customer must be informed that the response is not a free call. The vendor at this time, must give the customer the amount of the charges that will be applied if they respond.
 7. No calls will be placed to organizations providing emergency services, including but not limited to hospitals, nursing homes, fire departments, and law enforcement agencies.
 8. No calls will be placed on Sundays or Holidays. No calls will be placed between the hours of 8:00 P.M. and 8:00 A.M., Monday through Saturday.
 9. The Company is under no obligation to provide lists of telephone numbers or any directory information other than normally issued telephone directories.
 10. Messages must not contain obscene or profane language.
 11. Solicitation calls for the sale of pornographic material will not be allowed.
 12. This type telecommunication service will not be used for any unlawful purposes.
 13. Connection of customer provided communication systems must meet the Company's requirements as well as Part 68 of the Federal Communications Commission's Rules and Regulations.
 14. Emergency and unlisted telephone numbers will not be used with recorded solicitation communication.

A2. GENERAL TERMS AND CONDITIONS

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A2.2 Limitations And Use Of Service (Cont'd)

A2.2.15 Network Facilities For Use With Automatic Dialing And Announcing Devices (Cont'd)

- B. In cases where there is an existing business relationship between the called party and the subscriber and where the subscriber uses the dialing and announcing devices strictly as a follow up device to supply information related to these prior dealings, the preceding terms and conditions will not apply. However, even subscribers who have had prior dealings with the called party will not be allowed to utilize the automatic dialing and announcing devices for solicitation purposes.
- C. Any subscriber operating or utilizing automatic dialing equipment who does so in violation of the provisions set forth preceding will be subject to immediate disconnection of telephone service.

A2.2.16 Alabama Relay Center Restrictions

- A. The following calls may not be placed through the Alabama Relay Center:
 1. Calls to 976, 900, or 700 numbers
 2. Calls to time or weather recorded messages
 3. Calls to other informational recordings
 4. Station sent paid calls from coin telephones
 5. Operator handled conference service and other teleconference calls
 6. All calls billed to cards (i.e., credit cards and calling cards) other than those issued by AT&T or the local exchange companies.

A2.3 Establishment And Furnishing Of Service

A2.3.1 Availability Of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this *Guidebook* provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs. (T)
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the *terms and conditions* as set forth in Section A5., "Charges Applicable Under Special Conditions," except as otherwise specified. (T)

A2.3.2 Flat, Measured And Message Rate Service

- A. When Flat Rate, Measured Rate, Message Rate, or Area Calling Services are offered in an exchange, an applicant may, at his option, select either type of service or combination of services for the applicant's private residence location.

An applicant at a business location may select either Flat Rate, Measured Rate, Area Calling Services or Message Rate Service when they are available in the exchange. However, a combination of these different types of services will not be furnished to the same subscriber at the same business location. Different applicants at the same business location, even in the same office, may each subscribe to a different type of service as long as each applicant has a different account and the applicants do not share a communication or other key-type system. The exceptions to the mixing restrictions for business locations are listed following:

1. To hotel and hospital premises where Flat Rate Service may be furnished for the exclusive use of the hotel or hospital management in addition to the Measured, Message, or Area Calling Service ordinarily provided in guests' or patients' rooms and lobbies. Flat Rate Service may be provided in guests' or patients' rooms in addition to Flat Rate Service for management use in hotels or hospitals. Regardless of the type of service the hotel or hospital subscribes to, a guest or patient using the room or station as a residence may subscribe individually to any type of service ordinarily available to residence subscribers;
2. To premises where semipublic or public telephones may properly be located;
3. To flat rate foreign exchange lines terminating on a premises where Measured, Message, or Area Calling Service is furnished;

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A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.2 Flat, Measured And Message Rate Service (Cont'd)

A. (Cont'd)

4. To services extended from one customer to the services of another customer;
5. To measured rate Integrated Services Digital Network (ISDN) lines terminated on a premises where Flat Rate Service is furnished;
6. To local lines used for Classroom Communication Service as described in A3;
7. To premises where Back-Up Line service may properly be located with flat rate primary line service;
8. To premises where Flat Rate Service is used for voice transmission and usage rate service is used for transmission of medical information only, for contingency or temporary use during service outages of the main communication system only, for lines to the subscriber's own automatic attendant or voice mail system only, for fax machines only, or for computer data communications only, and the usage lines are not part of the primary voice system at that location. It shall also apply for premises where usage rate service is used for voice transmission and Flat Rate Service is used for the same purposes stated above;
9. To premises where toll terminals are located; or
10. To premises where usage rate service is used for voice transmission and the customer subscribes to a service for which the Company requires Flat Rate Service network access such as, but not limited to, MegaLink service and LightGate service. It shall also apply for premises where Flat Rate Service is used for voice transmission and the customer subscribes to a service for which the Company requires usage rate service network access.

A2.3.3 Reserved For Future Use

A2.3.4 Measured Rate Service

- A. Where Area Calling Service is available, measured service is an obsolete service offering. In these locations, residence standard measured rate service will be converted to Area Calling Service in accordance with A3, and residence low-use measured rate service (obsolete) and business measured rate service are not offered for new installations or transfers of service to new locations. However, subscribers to residence low-use measured rate service (*obsolete*) and business measured rate service who change to Area Calling Service may elect to return to their measured rate service.

A2.3.5 Application For Service

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, *terms and conditions* from time to time in force and effect.
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If service is established and it is subsequently determined that either condition in B exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.

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A2.3 Establishment And Furnishing Of Service (Cont'd)**A2.3.5 Application For Service (Cont'd)**

- E.** When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- F.** When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- G.** 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. The Company 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), the Company must be apprised of them before provisioning the services or service components. Accordingly, the services and service components provided under this Guidebook 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 the Company and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide the Company 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 the Company specifically agrees in such separate writing) are found to be applicable, then the Company may, in its sole discretion, reject such order or immediately terminate the provision of any affected service or service component without further liability or obligation.

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A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.6 Application Of Rates For Business And Residence Services

- A. In general, business rates apply at business locations and residence rates apply at residence locations as illustrated by the situations described in B. and C. following.
- B. Business rates apply for:
 - 1. Offices, stores, factories, mines and all other places of a strictly business nature.
 - 2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches and other institutions. For the purpose of this *Guidebook*, a boarding house is defined as a structure where rooms are rented or boarders taken. (T)
 - 3. Service terminating solely on the secretarial facilities of a telephone answering bureau.
 - 4. Services provided pursuant to Sharing and Resale of *Basic Local Exchange Service* (Section A27.1), even though residence client charge and residence directory listing may apply. (T)
 - 5. Service listed in business telephone directories or in the business section of the White Pages Directory or listed as a business in a combined residence/business White Pages Directory.
 - 6. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.

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A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.6 Application Of Rates For Business And Residence Services (Cont'd)

C. Residence rates apply for:

1. Private residence locations which have up to and including ten (10) lines which do not employ business listings in the Company's telephone directory. For this application, the subscriber may have up to three (3) of those lines in a rotary or hunting arrangement. Special construction charges may be applied to recover additional costs as specified in Section A5. If a subscriber requires more than ten (10) lines at a residence location, business service rates shall apply for all lines in excess of the initial ten (10) lines. If a subscriber requires more than three (3) lines in a rotary or hunting arrangement at a private residence location, business rates shall apply for all lines in the arrangement. Effective October 16, 1996, existing subscribers with more than ten residence service lines and/or more than three (3) lines in a rotary or hunting arrangement at their residence location shall be allowed to retain their existing service. However, if these existing subscribers require additional lines for their residence location or request a move to a new residence location, they shall convert their lines immediately to comply with the revised requirements. (T)
2. Subscribers residing in private apartments in hotels, clubs, hospitals, boarding houses, who request their own individual residential service when business listings are not employed.
3. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.
4. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.

D. If a subscriber's service changes from business service to residence service, the telephone number must be changed. Reference of calls will not be provided regardless of how long the existing Directories will remain in effect. Service charges, which apply for such changes, are quoted in Section A4. (T)

E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4. (T)

F. Local telephone lines needed for Classroom Communication Service will carry a regular residence Area Calling Service rate as defined in A3. (T)

A2.3.7 Transfer Of Service Between Subscribers

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

Service charges, as specified in Section A4, will apply as appropriate. (T)

A service charge does not apply when transferring the service to the remaining spouse in the event of divorce or death of a spouse.

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

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.8 Initial Service Periods

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

A2.3.9 Floor Space, Electric Power And Operating At The Subscriber's Premises

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

A2.3.10 Provision And Ownership Of Equipment And Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this *Guidebook*, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities. (T)
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon the consent of the Company.
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

A2.3.11 Provision And Ownership Of Directories

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

A2.3.12 Provision And Ownership Of Telephone Numbers

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

A2. GENERAL TERMS AND CONDITIONS (T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.13 Maintenance And Repairs

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

A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations

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

Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of BellSouth ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify BellSouth of this fact at the time its order for service is placed. BellSouth makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly.

The customer may elect to provide high voltage protection by means other than BellSouth Special Assembly and if customer so elects, the equipment used must meet the technical requirements specified in IEEE Standards 487 and 1590 and the customer shall submit its proposed design and equipment specifications to BellSouth for BellSouth's approval prior to installation of BellSouth service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of BellSouth's service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold BellSouth, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer.

BellSouth reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided.

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of new or additional service ordered from BellSouth.

A2.3.15 Work Performed Outside Regular Working Hours

The rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, those charges for subscriber requested overtime. The hourly overtime charge or fraction thereof will be computed at 1.5 times the current directly assigned Company labor rates, which are the charges for premises work as shown in Section A4., rounded to the nearest dollar. The appropriate hourly charge will depend on the force group performing the work. (T)

A2.3.16 Suspension Of Business And Residence Services

A. General

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
2. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
3. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
4. In connection with complete suspension of service, Local or Long Distance Service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a station at which service is suspended may be referred to the call number of another station in the same or a distant exchange.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.16 Suspension Of Business And Residence Services (Cont'd)

5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line mileage and foreign exchange line mileage during the period of suspension.
7. In connection with service at a concession rate, the charge for service during the period of suspension is 50 percent of the rate regularly charged for service without concession, except in case the concession is 50 percent or more, then the charge during the period of suspension is the rate regularly charged for the concession service.
8. There is no reduction in the recurring charge for Back-Up Line during the period of suspension.

B. Application Of Charges

1. Main Station Service

Except as provided in A. preceding, in specific sections of this *Guidebook*, and in 3. following, the charge for a maximum period of nine months in any calendar year for basic exchange line service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *tariffs* shall still apply. Service charges will continue to apply as specified in Section A4.

(T)

2. Key and Pushbutton Systems, PBX Systems and Centrex Type Services Systems

- a. The charge for Key and Pushbutton systems, PBX systems and Centrex Type Services systems is 50 percent of the rates regularly charged, except as modified in b. following.
- b. The minimum charge for any 12 consecutive months shall not be less than three-fourths of the total charge for full service during the 12-month period.

3. Emergency Organizations

- a. In order to reasonably insure prompt service in emergency situations, qualifying emergency organizations may have up to thirty (30) access lines at an individual site suspended without regard to any time limit, and at no recurring charge.
- b. The emergency organization must meet the following criteria to qualify for the special suspension treatment:
 - (1) The primary mission of the organization is to aid the preservation of life or property;
 - (2) The use of the service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the subscriber.
- c. In those instances where the service is restored for emergency situations, the applicable full *guidebook* rate will apply for the period of time that the service is restored. There will be no minimum time requirement for the service to be in operation.
- d. There will be no charge for restoring service strictly for testing purposes.
- e. The usual suspension and restoral charges will apply when service is restored for emergency situations.

(T)

A2.3.17 Termination Of Service

A. Termination of Service by the Company

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

(T)

(T)

B. Termination of Service at the Subscriber's Request

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

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)**A2.3.17 Termination Of Service (Cont'd)****B.** Termination of Service at the Subscriber's Request (Cont'd)

2. If an order is cancelled before the installation is completed, all expenses incurred in connection with the handling of the request before notice of cancellation is received shall be billed to the customer. The preceding charge is not to exceed all charges applicable if the service had been installed.
3. When an order is cancelled after the installation of the required equipment and facilities but before service is established, termination charges shall be applied as if the service had actually been established.
4. When service is moved to different premises, all remaining termination charges shall be applied on the service at the old location and the new location shall be treated as a new installation. If service is relocated on the same premises, the move shall be handled either on the preceding basis or, at the subscriber's option, he may pay actual cost of making the move.

A2.3.18 Ringer Limitations

- A.** The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual and two-party lines.

A2.3.19 Reserved For Future Use**A2.3.20 (DELETED)**

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.21 Connection With Miscellaneous Common Carriers

A. Application

1. Service is available to and from customers of Miscellaneous Common Carriers through connecting facilities provided by the Company in accordance with the provisions set forth in 2. through 5. following.
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications service, the Company will, at the Miscellaneous Common Carrier's request, physically connect its facilities with those of the Miscellaneous Common Carrier for the purpose of interchanging intrastate traffic in connection with the Miscellaneous Common Carrier's Domestic Public Land Mobile Radio Services (as defined in Part 21 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows.
 - a. Two-Way Mobile Traffic
The Company will connect its facilities between any telephone exchange whose rate center is located in the Miscellaneous Common Carrier's Reliable Service Area (as defined in Part 21 of the FCC Rules) and the Miscellaneous Common Carrier's control point(s) in or serving that Reliable Service Area.
 - b. One-Way Signaling Traffic
The Company will connect its facilities between any telephone exchange within which a signaling receiver is served by the Miscellaneous Common Carrier's system and the Miscellaneous Common Carrier's control point(s) in or serving that system.
3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area (as defined in Part 21 of the FCC Rules) to a landline telephone or mobile unit in another Reliable Service Area (as defined in Part 21 of the FCC Rules).
4. Specific administration procedures, connection and operating arrangements and charges for the facilities provided by the Company to the Miscellaneous Common Carrier for the purpose of connection and interchanging traffic are as set forth in various intercarrier agreements between the Company and the Miscellaneous Common Carriers or in the *guidebooks* of the Company as appropriate. Where the state franchise area or state authorization of the Miscellaneous Common Carrier is different than the Reliable Service Area (as defined in Part 21 of the FCC Rules), the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.
5. The connection and interchange of traffic as set forth in 1. through 4. preceding does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service.

(T)

A2.3.22 Reserved For Future Use

A2.3.23 Trouble Determination Charge

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

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances

A2.4.1 Advance Payments

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

- A. (DELETED)

A2.4.2 Deposits

- A. The Company may, when in its judgment such deposit is necessary, require at any time, from any subscriber, or prospective subscriber, a cash deposit intended to guarantee payment of current bills for telephone service. Such deposit shall not exceed an estimated bill for one regular billing period, plus two months estimated toll. Interest shall be paid by the Company upon such deposits at the rate of seven (7) percent per annum, payable annually or at time of deposit return for the time such deposit was held by the Company and the customer was served by the Company, unless such period be less than 30 days. Such interest shall be calculated to December 1st of each year, and the payment shall be made by credit to customer's account on the December billing of the customer or at the time the deposit is returned to the customer.
- B. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.
- C. (DELETED)

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service

- A. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.
- B. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for Long Distance Service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
- C. A late payment charge of \$6.50 will apply to each residence subscriber's bill (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the subsequent billing date. Lifeline subscribers are exempt from this late payment charge. A late payment charge of \$12.00 and an interest charge of 1.5 percent (%) of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$6.00 (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent interest charge (for business subscribers) is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. Federal Government customers are exempt from late payment and/or interest charges.
- D. Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge applicable for restoration of service as provided in Section A4.
- E. When the service has been disconnected for nonpayment of charges, 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 which is subject to the provisions of this Guidebook.
- F. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, 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 Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- G. An administrative charge will be applied by the Company for each time a check or bank draft is returned by the subscriber's financial institution on which it is written.
 - 1. Returned check/bank draft

(a) Each	Rate	USOC
	\$30.00	NA

- H. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Central Office Line Connection Charge as specified in Section A4, plus interest over the respective period of the agreement. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.
- I. Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service (Cont'd)

J. Miscellaneous Fees Associated With Payments

1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was originated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website (www.att.com), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request. (T)

a. Rates and Charges (T)

(1) Per Telephone Request

	Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA

A2.4.4 Allowance For Outages

When the use of service or facilities furnished by the Company is out of operation due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be generated for the service and facilities rendered useless and inoperative by reason of the outage during the time said outage continues in excess of twenty-four hours from the time it is reported to the Company, except as otherwise specified in this *Guidebook*. For the purpose of administering this *term and condition*, every month is considered to have thirty days. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.5 Provision For Certain Local Taxes And Fees

- A. In the event a municipality imposes, collects or receives from the Company any license, occupational, franchise, privilege, inspection or other similar tax or fee, or otherwise, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, or otherwise, so much of the aggregate amount of such tax or fee as exceeds the sums listed following will be billed, insofar as practical, pro rata to the customers receiving exchange service within such municipality:

Population of Municipality based on federal census next preceding the year of collection	Annual amount which will not be billed to customers by Company
1 - 500	\$23
501 - 1,000	38
1,001 - 2,000	75
2,001 - 3,000	132
3,001 - 4,000	188
4,001 - 5,000	263
5,001 - 6,000	338
6,001 - 7,000	413
7,001 - 8,000	488
8,001 - 9,000	563
9,001 - 10,000	638
10,001 - 11,000	713
11,001 - 12,000	788
12,001 - 13,000	863
13,001 - 14,000	938
14,001 - 15,000	1,003
15,001 - 16,000	1,080
16,001 - 17,000	1,153
17,001 - 18,000	1,238
18,001 - 19,000	1,313
19,001 - 20,000	1,388
20,001 - 175,000	1,388 ¹
More Than 175,000	15,000

(DELETED)

(D)

Note 1: \$1,388 for the first 20,000 inhabitants plus \$75 for each additional 1,000 inhabitants, or major fraction thereof.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.5 Provision For Certain Local Taxes And Fees (Cont'd)

- B.** In the event a county or other local taxing authority, excluding municipalities, imposes, collects or receives from the Company any license, occupational, franchise, privilege, inspection or other similar tax or fee, or otherwise, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, or otherwise, the amount of such tax or fee will be billed, insofar as practical, pro rata to the customers receiving Exchange Service within such county or territory of other local taxing authority.

Nothing in this *Guidebook* shall prohibit the billing to customers of the amount of any tax or fee imposed by a county or other local taxing authority. (T)

A2.4.6 Reserved For Future Use

A2.4.7 Provision For State And Federal Taxes

- A.** For the purpose of approximately offsetting increases or decreases in costs as a result of increases or decreases in Federal and/or state income tax rates that become effective, each rate and charge for intrastate telephone service shall be adjusted by applying thereto an adjustment factor and adding or subtracting the resulting product to or from such rate or charge. The adjustment factor will be the ratio of: (T)
1. The total intrastate revenue effect of the change in the combined effective tax rate to
 2. The intrastate revenues as determined for the calendar year preceding the change in tax rate or rates. (C)
- B.** The adjustment factor shall be applied to rates and charges for Intrastate Telephone Service incurred or billed after the effective date of the change in tax rates.
- C.** Insofar as practicable, charges for intrastate services shall be increased to offset the applicable proportionate part of any new or increased tax, assessment, license, fee, franchise payment, or any other tax or similar payment, except the income taxes referred to in A2.4.7.A. of this section, hereafter imposed upon the Company, its service, or any of its property or activities, by the State of Alabama, the United States of America, or any authority or agency of either, at rates or percentages higher than those in effect on August 1, 1971. Any such increase in charges shall continue so long as, and to the extent that, the new or increased tax, assessment, license, fee, franchise payment, at other tax or similar payment, to which the increase in charges is attributable, shall remain in effect.

A2.4.8 Variable Term Payment Plan

- A.** General
1. The Variable Term Payment Plan is a payment plan which allows customers to pay a fixed rate for equipment and service over one of several optional payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period e.g., the monthly rate for a short period is greater than that for a long period.
 2. The only payment period for software (versions) is the one-month period, except where other terms are specified in product *guidebooks*. (T)
 3. The minimum period is one month, unless otherwise specified in product *guidebooks*. (T)
 4. During the effective term of a customer payment period, the monthly rate is not subject to Company-initiated change for payment periods longer than one month.
 5. Unless specifically exempted, service furnished under the Variable Term Payment Plan are subject to all general *terms and conditions* applicable to the provisions of service by the Company as stated elsewhere in this *Guidebook*. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

B. Definitions

ADDITION

Provision of supplementary equipment to a customer's installed system up to the nominal capacity of the system; addition of equipment not classified as an upgrade.

CONVERSION

Removal of a customer's installed system and replacement with a different system, under terms specified in product *guidebooks*.

(T)

DOWNGRADE

Changes to an installed system generally resulting in a decrease in capacity, capability and/or a lower monthly charge.

(T)

LICENSE FEE

A monthly recurring charge, the payment of which gives a customer license to use an identified software product and/or service.

MINOR EQUIPMENT MODIFICATIONS

Alterations to an item or items of equipment or service, installed on a customer's premises, as specified in product *guidebooks*.

(T)

PAYMENT PERIOD

A period of time selected by the customer from among those currently offered by the Company, over which the customer agrees to pay a specified rate for a product and/or service.

REARRANGEMENT AND CHANGE OF SERVICE

Relocation of installed cables, wires, or other equipment, or substitution with new facilities or equipment made at the customer's request.

RELEASE

The modified software that is provided for installation on an existing system at Company initiative to correct a deficiency.

REMOVAL

Deletion of equipment or service from a customer's installed system.

UPGRADE

An enhancement to an installed system by a major equipment addition or substitution, generally resulting in a higher monthly charge.

(T)

VERSION

A separate software program or group of programs that is referenced by a distinguishing code (numeric, alphabetic or alphanumeric). The version may be industry- or customer- specific in application, or it may provide functional enhancements to previously released software versions.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

C. Application Of Rates And Charges

1. The monthly rate applicable at the time a customer subscribes to a product under the Variable Term Payment Plan is not subject to Company-initiated change during any optional payment period longer than one month.
2. Nonrecurring charges are to be paid in full at the time of installation or may be deferred according to lawful terms and conditions mutually agreed upon by the customer and the Company.
3. Move charges will apply for customer-requested relocation of an installed product or system from one premises to another or within the same premises.
4. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in the product *guidebooks*. (T)
5. A service order charge will not apply when a customer, upon expiration of his selected payment plan, reverts at the instance of the Company to current rates for the month to month option. A service order charge will apply when a customer, prior to or at the expiration of his selected payment period, resubscribes to a payment plan or reverts at his request to the month to month option. (T)
6. Recurring rates and installation, termination, service establishment, service order, and other nonrecurring charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan, and *found* elsewhere in this *Guidebook*. (T)

D. Maintenance

1. Hardware equipment maintenance will be provided by the Company without additional charge for the entire term selected by the customer, contingent on availability of parts.
2. Software standard maintenance will be provided by the Company without additional charge, contingent on the terms and conditions specified in the product *guidebooks*. (T)

E. Additions To Existing Services

1. Equipment can be added to an existing system at the customer's option, and the payment of rates and charges in the currently effective *guidebooks* for such service will be applied. (T)
2. At the customer's option, additions may be paid for over the remainder of the existing system's payment period, and be added onto the existing agreement, providing at least 30 days remain in the customer's existing payment period. The addition and installed system payment periods will then have a common expiration date. The charge(s) for the addition(s) will be the current filed rate(s) for the equipment for the same payment period as the installed system's existing payment period. If the installed system's payment period is not in the current *guidebook*, the rate charged for the addition will be that of the next shorter filed payment period.
If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period. (T)
3. For equipment added subsequently the customer may also select, from those currently available in the *guidebook*, a different payment period of equal or shorter length than the time remaining in the period selected for the existing installed system at the current filed rates for the selected period. The additions may then have a different expiration date than the existing installed system. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

E. Additions To Existing Services (Cont'd)

4. Equipment subsequently added to an upgraded system will be charged at the current rates for the payment period equal to the installed system's existing payment period, excluding any extension period. The charges will be applicable for the remainder of the existing payment period, including any extension period.
5. Termination charges for premature disconnection of the added equipment will apply for service agreements longer than one month.
6. Additions are exempt from Company-initiated rate changes for all payment periods longer than one month.
7. Installation, service order, service establishment and any other nonrecurring charges, as specified in the product *guidebooks*, will apply to the added equipment. (T)

F. Upgrades

1. Allowable upgrades to products and systems offered by the Company are specified in the individual *guidebooks* currently in effect for offerings under the Variable Term Payment Plan.
2. A customer who elects to upgrade an installed product or system may choose one of two options, unless otherwise specified in the product *guidebooks*: (T)

The existing payment period may be extended by a period of time specified in the product *guidebook*, and the new and previously installed equipment will expire on the same date. The rate levels applicable for the new equipment are those currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for equipment previously installed and continuing in service are unaffected. (T)

If the payment period selected by the customer prior to the upgrade has been discontinued in the *guidebook*, the new equipment will be billed at rates applicable for the next shorter payment period in the current *guidebook*. (T)

The new equipment may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new equipment, and rates for equipment previously installed and continuing in service are unaffected. The expiration date of the new equipment is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new equipment is earlier, at the time of expiration the customer must select another payment period for the new equipment according to the terms and conditions stated in this paragraph. The extension period option is not available under this condition.

3. A customer on the one-month payment period may elect to upgrade; however, the payment period will not be extended.
4. The new equipment is exempt from Company-initiated rate changes for all payment periods longer than one month.
5. Installation, service order, service establishment and other nonrecurring charges, as specified in the product *guidebooks*, will apply to any new equipment. (T)
6. Termination charges will apply to equipment disconnected prior to expiration for all payment periods longer than one month.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

G. Conversions

1. Conversions to installed systems are specified in product *guidebooks* currently in effect for offerings under the Variable Term Payment Plan. (T)
2. The service agreement for a currently installed system terminates when conversion occurs.
3. The customer must select a currently available payment period for the new system. The current rates for the chosen period would apply to any new equipment as well as to any remaining equipment from the previously installed system.
4. Termination charges will apply to all equipment removed prior to expiration of the selected payment period. Termination charges will not apply to any equipment remaining on the customer's premises for use in the new system provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period.
5. Installation, service establishment, service order, and other non-recurring charges, as specified in product *guidebooks*, will apply for the newly installed equipment. Nonrecurring charges will not apply to equipment remaining on the customer's premises and continuing in service in the new system. (T)

H. Removals

1. Removal of equipment from a system for which the current payment is longer than one month will not affect the expiration date of the remaining equipment and service.
 - a. Removal of equipment that is unique or identifiable by a code will be recognized through application of a termination charge for that specific unit.
 - b. Removal of equipment that is not unique or identifiable by a code, where two or more units of the same type of equipment are on the customer's premises, will be recognized through the following provisions:
 - (1) The specific unit(s) of equipment no longer desired by the customer will be removed.
 - (2) The lowest termination charge for the type of equipment removed will apply.

I. Downgrades

1. Allowable downgrades for installed systems are specified in product *guidebooks*. (T)
2. A customer has the option to place any new equipment at the time of the downgrade on a coterminous payment period, unless otherwise specified in the product *guidebook*. Rates for the new equipment are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for equipment remaining on the customer's premises after the downgrade will not be affected. (T)
3. When a coterminous payment period is not chosen, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Equipment remaining on the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new equipment may then have a different expiration date from the equipment which remained after downgrading.

When the expiration dates differ, the customer must select a new payment period for the equipment (at the time of expiration) added at the time when the system was downgraded according to the terms and conditions preceding or in this section.
4. Termination charges do not apply for equipment which becomes part of the downgraded system. Termination charges do apply for equipment removed in downgrading the system.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

I. Downgrades (Cont'd)

5. Installation, service order, service establishment, and other nonrecurring charges will apply to any equipment which must be added new to a system being downgraded, as enumerated in product *guidebooks*. (T)

J. Releases

1. New releases of software will be offered to a customer on Company initiative at no additional charge and will include corrections to software deficiencies.
2. No charges apply to any hardware changes necessitated by a new release.

K. Versions

1. Termination charges do not apply for the removal or deletion of software versions, unless otherwise specified in product *guidebooks*. (T)
2. A new version may result in a higher monthly charge.
3. All version replacements requiring hardware changes will be *guidebook*-enumerated, under specific product headings. (T)
4. Appropriate charges will apply for hardware changes resulting from version changes, as specified in Paragraphs A2.4.8.E.4., A2.4.8.E.7., A2.4.8.F.6., A2.4.8.F.5., A2.4.8.G.4., A2.4.8.G.5. preceding and elsewhere in this *Guidebook*. (T)

L. Moves And Rearrangements Of Equipment

1. Moves of Equipment (Lapse-in-Service)

a. Within *Company Territory* in Alabama (T)

- (1) The customer may arrange to have service moved within the same premises or to different premises leased or owned by the customer on a lapse-in-service basis at charges based on estimated costs without interruption or change of Variable Term payments.
- (2) Installation charges as specified in the *guidebook* for services covered by the Variable Term Payment Plan will not be applicable. Service Connection Charges for the Exchange Telephone Services and other connecting services will be applicable at the new location. (T)
- (3) Billing for the original location will apply through the date service is disconnected. The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment period will be unaffected.
- (4) Complete arrangements or systems must be moved in lieu of individual components, where components are dependent on host units for operation. Where components operate independently and are covered by individual *guidebook* charges (such as data terminals), the customer may select units to be moved and units to be terminated from the agreement, subject to any restriction(s) in product *guidebooks*. (T)
- (5) A service must have been billed to the same customer at the original location for a period of at least four months to qualify for a lapse-in-service move. Transfer of service between two customers, either in anticipation of moving the equipment or at the same time as a lapse-in-service move, is not permitted.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

L. Moves And Rearrangements Of Equipment (Cont'd)

1. Moves of Equipment (Lapse-in-Service) (Cont'd)

b. Between Exchanges of *the Company* in Alabama and *AT&T* Operating Companies in other States.

(T)

Customer requests for lapse-in-service moves between exchanges of a Company in different states or between exchanges of two Bell Operating Companies in the same or different states will be provided under the same conditions as described preceding, in Paragraph A2.4.8.L.1.a., except as follows:

- (1) Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective on the next day.

The rates in the new location will be those in effect for new customers. Rate stability against Company-initiated changes shall be provided at the new rates for the remainder of the customer's payment period.

The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment periods will be unaffected.

- (2) *Guidebooks* for the same service and payment periods must exist in both states or Companies at the time of the move. If *guidebooks* exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Company. The new period must be of an equal or longer length than the time remaining in the current selected period, subject to the conditions covered in Paragraph "A2.4.8.O. Requests for Changes in Length of Optional Payment Periods," following.

(T)

2. Moves of Service (In-Service)

An in-service move under the plan will be considered a termination of service with applicable termination charges. The customer will be required to select a currently available payment period, including applicable one-time charges.

3. Rearrangement and Change of Service

Relocation of installed cables, wires, or equipment will follow interjurisdictional or intrajurisdictional move provisions as appropriate. Substitution of installed cables, wires, or other equipment will follow the minor equipment modifications, additions, removals, upgrades, downgrades, or conversion policies as appropriate, depending on the type of substitution requested.

4. Minor Equipment Modifications

Minor equipment modifications are identified in product-specific *guidebooks*. The length of the customer's existing payment period is unaffected by these modifications. Ordinarily, minor equipment modifications do not affect the customer's monthly bill. A service order and installation or other nonrecurring charge will apply to each minor equipment modification.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

M. Change Of Jurisdiction

(T)

Under certain conditions involving changes in service, a Variable Term Payment Plan customer's service will require change of jurisdiction from intrastate to interstate or vice-versa, even though the service location may not be changed. (T)

The following provisions may apply to changes of jurisdiction when the service location is not changed. However, the concepts may be used for reclassification of services at the time of a move. (T)

1. Billing for the original jurisdiction will apply through the date of jurisdiction change. Billing for the new jurisdiction will begin on the next day.

The rates applicable for the new jurisdiction will be those in effect for new customers. Customers changing service to the jurisdiction (*BellSouth Telecommunications, LLC* in Alabama) will have stability against Company-initiated changes in rate levels for the remainder of the payment period. (T)

2. Installation charges will not apply, either for the services subscribed to under the Variable Term Payment Plan or for connecting services, unless they are being installed at the time of the change in jurisdiction of existing services. Service ordering charges will apply if stipulated by the *guidebook* in the new jurisdiction. (T)

3. *Guidebooks* for the same service and Variable Term Payment Plan periods must exist in both jurisdictions at the time of the change. If *guidebooks* exist for the same service but the lengths of the payment periods in the new jurisdiction are different, the customer must select a new payment plan period with a length equal to or longer than the remaining time in the existing payment period, subject to the conditions covered in "A2.4.8.O. Requests for Changes in Length of Optional Payment Periods," following. (T)

N. Two-Tier Transition To Variable Term Payment Plan (VTPP)

1. Two-Tier termination charges will not be applicable for payment remaining on the customer's premises after transition from the Two-Tier Payment Plan to the VTPP. The customer must elect a VTPP service period longer than one month to qualify for the relinquishment of Two-Tier termination charges.

2. Termination charges will apply to any equipment removed from the customer's premises at the time of transition from the Two-Tier Payment Plan to the VTPP.

3. Customers will be required to pay in full any deferred nonrecurring charges (including those contained in Tier A), when converting to VTPP from Two-Tier.

4. The monthly license fee will not be applicable for versions remaining in the customer's system after transition from Two-Tier to VTPP.

5. Additions, upgrades, conversions, downgrades and versions offered exclusively under VTPP will be available to existing Two-Tier Payment Plan customers only if they convert their systems to VTPP, unless otherwise specified in product *guidebooks*. (T)

6. Transfer of Service for a grandfathered Two-Tier system will be permitted,

- a. If the customer's entire service is transitioned to VTPP, or

- b. If the transfer results from a corporate acquisition or merger of the existing customer. The grandfathered Two-Tier system must be transferred intact to the new customer. Any additions, deletions or changes to the system must take place after the transfer is in effect.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

O. Requests For Changes In Length Of Optional Payment Period

Subsequent to the establishment of service for an item or system furnished under a Variable Term Payment Plan period and prior to the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
2. The new payment period begins with the date requested.
3. No termination charges applies for the former payment period provided the customer selects a new payment period equal to or longer than the time remaining under the system's/item's former payment period. Otherwise, a termination charge applies for the former payment period.
4. A service order charge will not apply.
5. The new payment period selected by the customer for an item of equipment must be shorter than the time remaining in the system's existing payment period.

P. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the current payment period, any period available under the VTPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the payment period.
2. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in product *guidebooks*. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments. (T)
3. If the customer does not elect an additional payment period and does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the one-month payment period under the terms described in 2. preceding.
4. If the expiration date for any equipment differs from the installed system's existing expiration date, the customer must choose a new payment period for the item (at the time of expiration) according to the terms and conditions as specified in E.3., E.4., F.3., F.4., I.2., I.5., and O. preceding.
5. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term. (N)

The Company may discontinue or change any or all renewal options. (T)

Q. Transfer Of Service

Service may be transferred to a new customer at the same location as specified in A2.3.7 and upon prior written concurrence by the Company and payment of a transfer charge by the new customer as specified in product *guidebooks*. The new customer will be subject to all provisions currently reflected in the service agreement, except as otherwise specified in N.6. preceding. (T)

R. Suspension Of Service

Temporary suspension of service, as provided elsewhere in this *Guidebook*, is not applicable to service furnished under the Variable Term Payment Plan. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

S. Concession Service

Service furnished under the Variable Term Payment Plan is not eligible for discount in accord with provisions for Concession Service specified elsewhere in this *Guidebook*. (T)

T. Failure Of Service

In the event that a failure of service is of greater than 24 hours' duration, the Company's liability will be limited to a credit adjustment of monthly billing for the time "out-of-service", prorated on a per diem basis. A 30-day month will be assumed for purpose of proration. The expiration date of the payment period remains unchanged.

U. Exception To Termination Liability For State, County, And Municipal Governments

The provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: (T)

1. a statute
2. an ordinance
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment of early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in this *Guidebook* shall apply. (T)

A2.4.9 Economic Development Incentive Waivers and Discounts

A. General

1. The purpose of this *Guidebook* offering is to complement and supplement the public policy of this State as set forth in the Alabama Law, Act No. 87-573, Act No. 93-851, and Act No. 95-187 by providing incentive waivers and discounts to qualifying businesses. (T)
2. Qualification may be under Option One, Option Two or Option Three of this *Guidebook* but not under more than one option simultaneously. (T)
3. When the application for service is made, the applicant must advise the Company of their intent to receive the discounts and waivers afforded under either Option One, Option Two or Option Three of this *Guidebook*. (T)
4. Any qualifying business certifying that it is eligible for the waivers and discounts contained herein shall agree, as a condition of receiving the waivers and discounts, to provide proof satisfactory to the Company of its eligibility under Alabama Law, Act No. 87-573, Act No. 93-851 or Act No. 95-187. If any qualifying business certifying that it is eligible to receive the waivers and discounts set forth herein is subsequently determined not to be eligible for the benefits created by Alabama Law, Act No. 87-573, Act No. 93-851, or Act No. 95-187 as applicable for the Option chosen, that business shall not be eligible for any waiver or discount under this *Guidebook* offering. Upon such occurrence, the business shall immediately cease to be eligible and may be required to provide deposits, pay applicable service connection/installation charges, and pay the full undiscounted charges for any services received pursuant to this offering. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.9 Economic Development Incentive Waivers and Discounts (Cont'd)

B. Option One

1. For the purpose of Option One of this *Guidebook* offering, the term "private employer" means a business or industry located within boundaries of an enterprise zone and operating a private-for-profit business. (T)
2. For the purpose of Option One of this *Guidebook* offering, "enterprise zone" means a geographic area which is economically depressed, in need of expansion of business and industry and creation of jobs. Rural enterprise zone means an enterprise zone located in a non-MSA county, such as defined by the U.S. Bureau of the Census. Urban enterprise zone means an enterprise zone located in a MSA county, as such is defined by the U.S. Bureau of the Census. These enterprise zones shall be specifically designated by the Alabama Department of Economic and Community Affairs pursuant to the Alabama Enterprise Zone, Act No. 87-573. (T)
3. For the purpose of Option One of this *Guidebook*, a new permanent employee is a full-time employee who remains employed with the firm for a minimum of nine months, working a minimum of thirty hours per week and receiving appropriate company benefits. (T)
4. Any private employer which meets the following qualifications may qualify for discounts associated with Option One of this *Guidebook* offering. Any private employer which
 - a. obtained an endorsement resolution approved by the appropriate local governing authority, and
 - b. which company's operation falls into Standard Industrial Classifications (SIC) codes 20-42, 44-49, or major warehousing and distribution centers or regional and/or corporate headquarters of companies whose standard industrial classification (SIC) codes are 20-42, 44-49 or such activities having a prospect of significant economic impact without threatening the well-being of existing industries located in the Enterprise Zone, and
 - c. which expanded its labor force and which did not close or reduce total employment elsewhere in Alabama in order to expand into the Enterprise Zone, and which can certify and document that at least thirty percent of new permanent, full-time employees were formerly unemployed for at least 90 days prior to this employment, or
 - d. that a new capital investment was made and that at least five new permanent full-time employees were hired.
5. In order to qualify under Option One of this *Guidebook*, the private employer will be required to certify that it has met the requirements of this *Guidebook* offering as well as the requirements of the Alabama Enterprise Zone, Act No. 87-573, Section 5. (T)
6. Where an Enterprise Zone is designated during one calendar year but is not so designated by the Alabama Department of Economic and Community Affairs during the succeeding year, the private employer shall continue to receive the discount originally designated in Option One for the full twelve-month period, provided the private employer otherwise remains eligible for the discount.

C. Option Two

1. For the purpose of Option Two of this *Guidebook* offering, "Approved Company" means any corporation, partnership, trust or other form of business entity approved by the Alabama State Industrial Development Authority (Authority) pursuant to the provisions of Alabama Law, Act No. 93-851. (T)
2. For the purpose of Option Two of this *Guidebook* offering, any Approved Company which meets the following qualifications will qualify for the discounts in this *Guidebook*. Any Approved Company
 - a. which has submitted written evidence to the Authority indicating local support for the project, and
 - b. whose proposed project is used in a trade or business which is described in the 1987 Standard Industrial Classification Major Groups 20 through 39, inclusive, 50 and 51, Industrial Group Number 737, and Industry Numbers 8731, 8733 and 8734 as set forth in the Standard Industrial Classification Manual, and
 - c. has a new project investment of at least \$5 million and will employ at least fifty full-time new employees within 18 months of the date the project is placed in service, or
 - d. whose expansion project has an investment of at least \$2 million and will employ at least twenty full-time new employees within 18 months of the date the project is placed in service.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.9 Economic Development Incentive Waivers and Discounts (Cont'd)

C. Option Two (Cont'd)

3. The Approved Company must either pay employees an average full-time hourly wage of at least \$8 per hour, or an average total compensation for full-time paid employees which is at least equivalent to \$10 per hour to be eligible for discounts under this *Guidebook*. (T)
4. Should the Authority waive the minimum investment requirement when the project will be located in an area of the State which the Authority determines to be in an economically distressed area, that Approved Company will also be eligible for discounts under this *Guidebook*. (T)
5. For the purpose of Option Two of this *Guidebook*, a new employee includes only those individuals who have not previously been employed by the Approved Company in Alabama, will be employed at the project site and will be subject to the personal income tax imposed by Section 40-18-2 of the Code of Alabama upon commencement of employment at the site. (T)
6. In order to qualify under Option Two of this *Guidebook*, the Approved Company will be required to certify that it has met the requirements of this *Guidebook* offering as well as the requirements of Alabama Law, Act No. 93-851. (T)

D. Option Three

1. For the purpose of Option Three of this *Guidebook* offering, "Approved Company" means any corporation, partnership, limited liability company, proprietorship, trust or other business entity making a qualified investment approved by the Alabama Department of Revenue (Department) pursuant to the provisions of Alabama Law, Act No. 95-187. (T)
2. For the purpose of Option Three of this *Guidebook* offering, any Approved Company which meets either of the following qualifications will qualify for the discounts in this *Guidebook*. (T)
 - a. A small business addition, as defined by Alabama Law, Act No. 95-187, with a capital cost of at least \$1 million, which will create at least 15 new jobs within one year of the date the project is placed in service.
 - b. A qualifying project or headquarters facility, other than a small business addition as defined by Alabama Law, Act No. 95-187, with a capital cost of at least \$2 million, which will create at least 20 new jobs within one year of the date the project is placed in service.
3. The Approved Company must either pay employees an average full-time hourly wage of at least \$8 per hour, or an average total compensation for full-time paid employees which is at least equivalent to \$10 per hour to be eligible for discounts under this *Guidebook*. (T)
4. A new employee includes only those individuals who have not previously been employed at the site of the qualifying project or by an investing company in the state, will be employed at the project site, and will be subject to the personal income tax imposed by Section 40-18-2 of the Code of Alabama 1975 upon commencement of employment at the site.
5. In order to qualify under Option Three of this *Guidebook*, the Approved Company will be required to certify that it has met the requirements of this *Guidebook* offering as well as the requirements of Alabama Law, Act No. 95-187. (T)

E. Credits, waivers and discounts shall be applicable as follows:

1. Under Option One, Option Two, and Option Three of this *Guidebook*, qualifying businesses will be eligible to receive the waiver of charges listed or credit for newly ordered *guidebook* services, other than Contract Service Arrangements, Special Assembly, local usage charges and long distance services (i.e.; MTS and WATS) which the business can demonstrate to be related directly to the increased employment. (T)
 - a. 100 percent waiver or credit of normal service deposits for telephone service if the business has established a satisfactory credit rating.
 - b. All service connection/installation charges for applicable services (excludes inside wiring) will be waived or credited to the business' account.
 - c. All monthly charges will be eligible for a fifty percent discount. The discount shall be applicable for twelve months beginning upon certification.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services

A. General

1. The *terms and conditions* specified herein are applicable to specific services as indicated in each service's respective section of this *Guidebook*. (T)
2. Services furnished under Payment Plans for Contract Services (PPCS) are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as noted herein. (T)
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period.
Payment periods for services provided under PPCS will be described in the services' specific *guidebook* section. The following is an example of payment periods offered. (T)
 - a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
 - b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
 - c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months.

B. Application of Rates and Charges

1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases, however, decreases for any rate element will automatically flow through to the customer. Effective with this *Guidebook*, customers under a PPCS arrangement will be billed the lower of their existing PPCS rates or the current PPCS rates for their service arrangement. (T)
2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service charge will not be applicable for such renewals or changes to the payment period.
3. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are *offered* elsewhere in this *Guidebook*. (T)
4. Customer requests for inside moves of service will not affect the contract period.
5. A change in jurisdiction will not constitute a disconnect of service provided the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new PPCS arrangement is for the same customer at the same location for the same capacity service.

C. Termination Liability Charge

1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *Guidebook*. (T)

D. Additions

1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in B. preceding.
2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in E. following.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

E. Disconnects

1. When a service or rate element, included under a PPCS arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in the rate *terms and conditions* in this *Guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
2. When a service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction Termination Liability Charges will not apply when: (T)
 - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - the service orders are for the same customer at the same location.

F. Moves of Equipment

1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *Guidebooks* are applicable. This type movement will not affect the contract period. (T)
2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

G. Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
 - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.
 - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) A termination charge applies for the remaining portion of former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.

H. Renewal Options

1. The customer has the following renewal options:
 - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this *Guidebook*. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments. (T)

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

H. Renewal Options (Cont'd)

1. The customer has the following renewal options: (Cont'd)
 - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
2. Service charges are not applicable for services renewed under the PPCS. Any new rate elements added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options. (T)
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.
6. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a PPCS arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

I. Transfer of Service

1. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this *Guidebook*. This does not constitute a disconnect of service or a discontinuance of an existing PPCS arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this *Guidebook* also apply under PPCS. (T)

J. Deferred Payment

1. Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in the *Guidebook* for the contracted service as well as the conditions following: (T)
 - a. The charges to be deferred must be either the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest).
 - b. The payment period must be longer than one month.
 - c. The minimum amount deferrable shall be the minimum amount set forth in the specific *guidebook* for the contracted service. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

J. Deferred Payment (Cont'd)

1. (Cont'd)

- d. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.
- e. The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.
- f. All deferred charges must be paid in full when the customer:
 - (1) Disconnects service, for the system or service prior to expiration of the deferral period.
 - (2) Fails to pay a monthly amount within thirty days of its due date.
- g. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

K. Prepayment

The customer may prepay the total outstanding recurring monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

1. Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.
2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the *Guidebook* for the contracted service. (T)
4. Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

L. Exception To Termination Liability For State, County, And Municipal Governments

(See A2.4.8.) (T)

M. Moves of Service(s) under PPCS

Termination Liability Charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

1. The original and new premises locations must be in Company territory within the same state.
2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
3. No lapse in billing will occur for moves of service under PPCS.
4. Orders to disconnect the existing service and reestablish it at the new location must be related.
5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
6. Any additions made at the new location will be treated as coterminous additions in accordance with D. preceding.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

M. Moves of Service(s) under PPCS (Cont'd)

7. All *terms, conditions* and charges for changes made to the service coincident to the move shall apply. (T)
8. All appropriate nonrecurring charges for moves of service as specified in this *Guidebook* will apply. (T)
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

A2.4.11 Economic Waiver Exception to Termination Liability for Business Customers

The Company will waive early-termination liability charges associated with a *Company* Local Exchange Term Election Agreement plan, program, or promotion for business customers who voluntarily and in good faith file bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, 11 U.S.C. Sections 101-1330. This exception is a one-time waiver. To qualify for this waiver, subscriber must present a copy of the Chapter 7 Bankruptcy filing to *the Company*, must disconnect all their local exchange service as a result of going out of business, and must have had an existing local exchange Term Election Agreement in effect for at least six (6) months. This exception only applies to disconnects and bankruptcy filings after September 16, 2005. This waiver does not apply to product contracts, Letters of Election, Contract Service Arrangements, or Special Assembly. Subscriber may not have any other outstanding amounts due except the termination liability. (T)

A2.5 Liability Of The Company

A2.5.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission, or defect or failure in facilities occurs.

A2.5.2 Use Of Facilities Of Other Connecting Carriers

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

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability Of The Company (Cont'd)

A2.5.3 Indemnifying Agreement

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

A2.5.4 Defacement Of Premises

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

A2.5.5 Period For The Presentation Of Claims

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

A2.5.6 Equipment In Explosive Atmosphere

- A. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

A2.5.7 Performance Of The Telecommunications Network

Satisfactory Performance Of The Telecommunications Network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signalling in the furnishing of Exchange Telecommunications Service shall be performed by equipment furnished, installed and maintained by the Company or by the customer.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability Of The Company (Cont'd)

A2.5.8 Use Of Customer-Provided Equipment

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation:

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company
 - 1. caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
 - 2. not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

A2.5.9 Directory Errors And Omissions

- A. The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00 whichever is less.
- B. For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.
- C. The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

A2.5.10 Reserved For Future Use

A2.5.11 Application Testing

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than sixty days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

- A. Services selected by the Company to be provided in an application test are subject to the availability of facilities and equipment. In an application test only the minimum quantity of a service sufficient to insure a satisfactory test of that service for the customer's application will be provided.
- B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.
 - 1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability Of The Company (Cont'd)

A2.5.11 Application Testing (Cont'd)

B. (Cont'd)

2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time¹.
3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.

A2.5.12 Limitation of Liability

A. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this *Guidebook*. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

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Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

C. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

D. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

A2.6 Reserved For Future Use

A2.7 Obligation Of The Company

A2.7.1 Obligation To Furnish Service

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

Note 1: Any additional service requested to be installed upon completion of the application test shall be subject to standard nonrecurring charges and rates as set forth in each service *guidebook*.

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A2. GENERAL *TERMS AND CONDITIONS*

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A2.8 (DELETED)

A2. GENERAL TERMS AND CONDITIONS

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A2.8 (DELETED) (Cont'd)

A2. GENERAL TERMS AND CONDITIONS

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A2.8 (DELETED) (Cont'd)

A2. GENERAL *TERMS AND CONDITIONS*

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A2.8 (DELETED) (Cont'd)

A2. GENERAL TERMS AND CONDITIONS

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A2.8 (DELETED) (Cont'd)

A2.9 Reserved For Future Use

A2.10 (DELETED)

A2.11 Trademarks and Servicemarks Protection

A2.11.1 Use of Trademarks and Servicemarks

Trademarks and Servicemarks owned by *AT&T Intellectual Property* may not be used by any entity concurring in or providing services pursuant to this *Guidebook* except under an express written license agreement with *AT&T Intellectual Property*.

(T)

A2.12 Reserved For Future Use

A2.13 Customer Premises Inside Wire

A2.13.1 General Provisions

- A. Customer premises inside wire is defined as that wire, including connectors, blocks, and jacks, located on the customer's side of the demarcation point.
- B. Customer premises inside wire provided by the customer may be connected to simple residence and simple business service furnished by the Company at any point on the customer's side of the demarcation point.
- C. The typical Network Interface for the connection of customer premises inside wire consists of a miniature modular standard jack equivalent and is provided as a part of the Exchange Access Line. (Other specifically requested Network Interface Jacks are billable subject to the charges in Section A14.) A Network Interface will be installed on the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the Network Interface is at the point of minimum penetration on the customer's premises (see A15.1.1.B.4) which would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.
- D. The Network Interface is provided to allow the modular connection of premises inside wire to the Access Line. The Network Interface is not to be routinely considered as a jack for the connection of telephone equipment to the Access Line except for normal testing purposes.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.13 Customer Premises Inside Wire (Cont'd)

A2.13.1 General Provisions (Cont'd)

- E. Connection of customer premises inside wiring and terminal equipment to the Company network may be made through a Network Interface jack conforming to FCC Part 68 rules or by direct attachment to Company-provided wiring at any point on the customer's side of the demarcation point.
- F. The customer is prohibited from connecting premises wiring to the protector.
- G. The Network Interface for marine and recreational vehicles is a standard weatherproof jack (USOC RJ15C or equivalent). This jack will be provided at the Network Interface Jack Rate specified in Section A14. in addition to the appropriate Service Charges as specified in Section A4. (T)
- H. The rates and charges for the Exchange Access Line do not include the Company maintenance of customer premises inside wire and/or jacks.
- I. The Company owned inside wiring and/or jacks maintained by the customer remains the property of the Company.

A2.13.2 Responsibility of the Customer

- A. In the event that the customer provides, maintains, or attempts to maintain inside wire and/or jacks, the customer assumes the risk of loss of service, damage to property or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire provision or maintenance activity.
- B. Where customer premises inside wire and/or jacks are maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.
- C. (DELETED)
- D. The Company will make the technical standards and installation guidelines for customer provision of inside wire and jacks available to customers at Company designated locations.

A2.13.3 Violation of Terms and Conditions

(T)

- A. Where customer-provided inside wire and/or jacks are installed or maintained in violation of A2.13., the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- B. The customer shall discontinue use of the customer premises inside wire and/or jacks which are in violation of A2.13. or correct the violation and notify the Company in writing within 10 days after receipt of such notice that the violation has been corrected.
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension or disconnection of the customer's service until such time as the customer complies with the provisions of this *Guidebook*. (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.14 Customer Agents

A2.14.1 General

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

A2.14.2 Responsibility of the Agent

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

(T)

A2.14.3 Warranty and Liability of the Agent

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

A2.14.4 Proof of Authority

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

A2.15 Reserved For Future Use

A2.16 Reserved For Future Use

A2.17 Reserved For Future Use

A2.18 (DELETED)

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A2.18 (DELETED)

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A2.19 Reserved For Future Use

A2.20 (DELETED)

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