

**TARIFF DISTRIBUTION**

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PURPOSE: With this project, we will be obsoleting certain services as part of the  
FCC Wire Center Trial in Carbon Hill, Alabama

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## A2. GENERAL TERMS AND CONDITIONS

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## A2. GENERAL TERMS AND CONDITIONS

### 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 time<sup>1</sup>.
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.

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.

The Company's obligation to furnish service or to continue to furnish service may be modified during a Trial as specified elsewhere in this Guidebook.

(N)

**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**

### **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.

#### **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 Carbon Hill Wire Center (CRHLALNM) Trial**

(N)

#### **A2.18.1 General**

(N)

- A. Effective February 16, 2016, business subscribers served by the Carbon Hill Wire Center service area, which is a part of the Carbon Hill exchange, will participate in the Technology Transition Trial. Certain business service offerings will no longer be available for new installations in the Carbon Hill Wire Center serving area. Services grandfathered as a result of this Trial will be obsoleted as specified in A100.1 of this Guidebook and B100.1 of the Private Line Guidebook. (N)
- B. The applicable terms and conditions for the trial shall be determined by the Company and the Company reserves the right to alter these terms and conditions at its discretion with appropriate notifications. (N)

## A100. OBSOLETE SERVICE OFFERINGS - GENERAL

### A100.1 General

A. Service offerings listed herein are classified as Obsolete. Conditions applicable to these offerings are set forth in paragraphs following.

1. Basic Local Service

Coding to indicate those classes of basic local service which are not offered at all or which have been obsoleted is shown in Section A3. with appropriate footnotes. The footnotes are keyed to the specific exchanges to which they apply.

2. Service offerings (other than classes of basic local exchange service) which have been made obsolete are classified according to the categories shown following.

Type A - Obsolete service offering. Not available to customers as new service offering except in cases where the obsolete service is left in or when transferred to a new location within the same exchange.

Type B - Not available for new installations, additions or on transfers of service to new location.

Type C - Unit no longer being manufactured; offered for new installations only as obtainable from existing stock.

Type D - Any other arrangement; the specific provisions in each case being stated at the beginning of the text for the obsolete service offering affected.

B. Obsolete services are furnished subject to all the terms and conditions of the guidebook the same as would be applicable if the service offering were not obsolete. For convenience in use, a guidebook reference is provided as an aid in referring the reader to a specific section of the guidebook having a bearing on the obsolete service offering.

C. Services which are continued in service for existing customers only may be retained by a customer as long as the equipment is repairable and the Company is able to obtain repair parts under normal supply conditions. When this equipment becomes unrepairable or repair parts are unobtainable, the service will be discontinued and the equipment removed by the Company.

D. Carbon Hill Wire Center (CRHLALNM) Trial (N)

Effective February 16, 2016, the following business services are obsolete and not available for new installations or moves of existing service to a new location in the Carbon Hill Wire Center service area. The Carbon Hill Wire Center service area is part of the Carbon Hill exchange. Existing customers with any of the following services provided by the Carbon Hill Wire Center may retain these services at their current locations. (N)

Service(s) (N)

BellSouth Centrex Service (N)

Flat Rate Trunk Lines (N)

ISDN - Business Service (IBS) (N)

Measured Trunk Lines (N)

Primary Rate ISDN (N)

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#### **B2.19 Reserved For Future Use** 50

#### **B2.20 Reserved For Future Use** 50 (T)

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## B2. TERMS AND CONDITIONS

### B2.1 Undertaking Of The Company (Cont'd)

#### B2.1.4 Provision Of Facilities (Cont'd)

- B.** The Company undertakes to maintain and repair the facilities which it furnishes. The customer or authorized user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company except upon the written consent of the Company.
- C.** The Service Installation Guarantee, as set forth in B2.4.17 following, is applicable to specified services offered in this Guidebook. The Service Installation Guarantee is applied on a per circuit basis for Private Line services.

The following list identifies some of the individual Private Line services which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in B2.4.17 following:

- MegaLink Channel Service
- MegaLink ISDN Service
- MegaLink Service
- SynchroNet Service
- Voice Grade Service (Series 2000)

The following service(s)/service element are not eligible for such credit:

- Custom Network Service
- FlexServ Service

#### B2.1.5 Reserved For Future Use

#### B2.1.6 Work Performed Outside Regular Working Hours

The rates and charges specified in this Guidebook contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the customer. If, at the request of the customer, work is performed outside of regular working hours, either to meet his convenience or because the time allowed is insufficient to permit completion during regular hours or if the customer interrupts work which has begun, the customer may be required to pay any additional costs incurred.

#### B2.1.7 Reserved For Future Use

#### B2.1.8 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. (N)

The Company's obligation to furnish service or to continue to furnish service may be modified during a Trial as specified elsewhere in this Guidebook. (N)

#### B2.1.9 Telecommunications Service Priority (TSP) System

##### A. Service Description

1. The Telecommunications Service Priority (TSP) System is a structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. The TSP System was developed to support the requirements of the U. S. Government and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.
2. Conditions of emergency or crises that cause invocation of NSEP treatment can only be declared by authorized officials of the Federal Government or other officials (Federal or non-Federal) specified by the Director, Office of Emergency Communications (OEC) on behalf of the Executive Office of the President of the United States.

(M)



## B2. TERMS AND CONDITIONS

### B2.1 Undertaking Of The Company (Cont'd)

#### B2.1.9 Telecommunications Service Priority (TSP) System (Cont'd)

##### B. Service Limitations

1. Priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Regulations. (M)  
In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual" (NCS manual 3-1-1 dated July 9, 1990) and "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCS manual 3-1-2 dated July 9, 1990). (M)
2. The customer for the TSP System service must also be the same customer for the underlying Private Line Service with which it is associated. (M)
3. The Company will arrange for the installation and/or restoration of TSP System service upon receipt of the proper certification as specified in 1. preceding. (M)
4. It is the responsibility of the TSP user to provide the TSP Authority Code to the Company with each service request.
5. When performing Priority Installation or Priority Restoration (repair) on TSP-designated services in compliance with the Terms and Conditions cited in 1. preceding, the Company may not be in a position to notify the customer regarding additional labor charges if additional labor is required. The customer recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of service may cause unnecessary delays and grants the Company the right to quote charges after the installation or restoration has been completed.

##### C. Terms and Conditions

1. Under certain conditions, it may be necessary to preempt one or more customer services with a lower (or no) restoration priority in order to install or restore NSEP telecommunications service(s). If preemption is necessary and if circumstances permit, the Company will make every reasonable effort to notify the preempted customer of the action to be taken. Credit allowance for service preemption will adhere to the provisions appearing in B2.4.8.
2. No charge applies when a TSP designation is discontinued.
3. With the exception of credit information, a customer obtaining TSP System service acknowledges and consents to the provision of certain customer service details by the Company to the Federal Government to allow for the proper maintenance and administration of the TSP System. That information includes but is not necessarily limited to:
  - Confirmation of completed TSP service orders directly to the Director, Office of Emergency Communications (OEC);
  - Verification of installation and/or restoration priority level assignment(s) with the Director, OEC;
  - Reconciliation of TSP service information with the Director, OEC, or the customer (prime service vendor).

##### D. Definitions

###### National Security Emergency Preparedness (NSEP) Services

NSEP services are telecommunications services that are used to maintain a state of readiness or to respond to and manage any events or crises (local, national or international) which causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the NSEP posture of the United States.

###### Office of Emergency Communications (OEC)

The OEC is responsible for the day-to-day operations of the TSP System. This includes maintaining a twenty-four hour point-of-contact to handle emergency provisioning requests, assigning priority levels and Authorization Codes and maintaining data on TSP assignments.

###### Prime Vendor

The service vendor from whom the service user or its authorized agent orders service.

###### Priority Installation (PI)

Provisioning, on a priority basis, of a new TSP service authorized as so urgent that it must be provided earlier than the Company's standard provisioning interval.

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**B2. TERMS AND CONDITIONS**

**B2.18 Carbon Hill Wire Center (CRHLALNM) Trial**

(N)

**B2.18.1 General**

(N)

- A. Effective February 16, 2016, business subscribers served by the Carbon Hill Wire Center service area, which is a part of the Carbon Hill exchange, will participate in the Technology Transition Trial. Certain business service offerings will no longer be available for new installations in the Carbon Hill Wire Center serving area. Services grandfathered as a result of this Trial will be obsoleted as specified in B100.1 of this Guidebook and A100.1 of the General Exchange Guidebook. (N)
- B. The applicable terms and conditions for the trial shall be determined by the Company and the Company reserves the right to alter these terms and conditions at its discretion with appropriate notifications. (N)

**B2.19 Reserved For Future Use**

**B2.20 Reserved For Future Use**

(T)

## B100. OBSOLETE SERVICE OFFERINGS

### B100.1 General

A. Service offerings listed herein are classified as obsolete. Conditions applicable to these offerings are set forth in paragraphs following.

1. Service offerings which have been made obsolete are classified according to the categories shown following.

Type A

Obsolete service offerings. Not available for customers as new service offerings except in cases where the obsolete service is left in or when transferred to a new location within the same exchange.

Type B

Not available for new installations, additions or on transfers of service to new location.

Type C

Unit no longer being manufactured; offered for new installations only as obtainable from existing stock.

Type D

Any other arrangement; the specific provisions in each case being stated at the beginning of the text for the obsolete service offering affected.

B. Obsolete services are furnished subject to all the terms and conditions of the guidebook the same as would be applicable if the service offering were not obsolete.

C. Items of equipment which are continued in service for existing customers only may be retained by a customer as long as the equipment is repairable and the Company is able to obtain repair parts under normal supply conditions. When this equipment becomes unrepairable or repair parts are unobtainable, the service will be discontinued and the equipment removed by the Company.

D. Carbon Hill Wire Center (CRHLALNM) Trial

(N)

Effective February 16, 2016, the following business services are obsolete and not available for new installations or moves of existing service to a new location in the Carbon Hill Wire Center service area. The Carbon Hill Wire Center service area is part of the Carbon Hill exchange. Existing customers with any of the following services provided by the Carbon Hill Wire Center may retain these services at their current locations.

(N)

Service(s)

(N)

Channels – Wired Music Service

(N)

Channels – Analog Private Line, Sub Voice Grade Local Channels

(N)

Channels – Analog Private Line, Voice Grade Local Channels

(N)