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A2. GENERAL TERMS AND CONDITIONS

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A2.1 Application

The *terms and conditions* specified herein are applicable to all communication services offered in this *Guidebook* by *BellSouth Telecommunications, LLC*, 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*.

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A2.2 Limitations And Use Of Service

A2.2.1 Use Of Subscriber's Service

A. Restricted to Authorized Users

Telephone equipment, facilities, and services are furnished to the subscriber for use by the subscriber.

1. The subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service:
 - a. Members of the subscriber's domestic establishment;
 - b. Employees, agents, or representatives of the subscriber;
 - c. (Obsoleted 11-06-95, See Section A103.)
 - d. Patients of hospitals, nursing homes, or rest homes at those establishments;
 - e. Members of clubs at the specified club locations;
 - f. Students living in quarters furnished by the school, college, or university which subscribes to the service;
 - g. Persons temporarily subleasing the subscriber's residential premises;
 - h. Businesses, not entitled to directory listings, temporarily exhibiting in a publicly-owned exhibition center for a temporary period of less than one month;
 - i. Transient public in connection with the use of reservation service at airport terminals for use by the general public.

B. Resale of Service

Most services specified in this *Guidebook* are available for resale by certificated Competitive Local Exchange Carriers (CLECs) subject to the terms and conditions specified in this *Guidebook* and as specifically set forth in Section A2.19 addressing resale. Arrangements not available for resale are listed in Section A2.19.13.

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1. (DELETED)

A2. GENERAL TERMS AND CONDITIONS (T)

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

A2.2.1 Use Of Subscriber's Service (Cont'd)

- C. Hotels or motels may provide telephone service to their guests or patrons as long as the service provided is business message rate service, business measured rate service, or Local Optional Service Option B.
- D. 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 unavoidableness 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.
- E. 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. (T)
- F. No subscriber may use any service listed in any part of this *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)

A2. GENERAL TERMS AND CONDITIONS

(T)

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*.

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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.

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. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber not less than three days written notice of its intention to do so. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

A2.2.10 Cancellation Of Service For Cause

- A. The Company may without notice either suspend service 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. Failure of a subscriber to make suitable deposit as required by this *Guidebook*.
 - 3. Impersonation of another with fraudulent intent.
 - 4. Nonpayment of any delinquent sum due for exchange, long distance or other services.

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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 (Cont'd)

A. (Cont'd)

6. Use of service in such a way to impair or interfere with the service of other subscribers and refusal of the subscriber to utilize available corrective equipment or network arrangements: such interference includes, but is not limited to:
 - a. trunk blockages in a switching center so that on a final route there are no circuits available for 10 percent or more of the calls for a 15-minute period,
 - b. Dial Tone speed delays of three seconds or more in a switching center for 10% or more of the calls for a 15-minute period,
 - c. Sender Attachment Delay Recorder delays of three seconds or more in processing calls in:
 - (1) A single switching system for 30 percent or more of the calls for a 15-minute period, or . . .
 - (2) Two or more switching systems for 10 percent or more of the calls for a 15-minute period,
 - d. Application of network management controls to minimize or prevent a service effect on switching facilities due to a promotional calling event.
7. Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
8. 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 service.
9. The obtaining, or attempting to obtain, or assisting another to obtain or to 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 payment, in whole or in part, of the regular charge for such service.
10. Any other violation of the Company's *terms and conditions*.

(T)

- B.** 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.

- C.** 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 *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.

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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 A15.5.5) 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 A15.5..

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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. 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**

- 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. Operators of automatic dialing and announcing devices will insure that their equipment will not operate when unattended.
 3. Within 25 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. The telephone number required to be stated must have someone assigned by the company or subscriber of ADAD to answer and provide information regarding the automated message received.
 5. If the customer's response is to be recorded, the customer must be informed of such and permission must be granted. Recording of two-way telephone conversations must be in compliance with state and federal regulations.
 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:
 - a. Telephone numbers which, at the request of the customer, have been privately listed and have been omitted from the telephone directory published by the Company unless the customer has provided his number to the calling party.
 - b. Hospitals, nursing homes, fire protection agencies, law enforcement agencies, or any provider of emergency services; or
 - c. Cellular or mobile telephones or any phone that requires the receiving party to pay a fee for the call.
 8. No calls will be placed on Sundays or Legal Holidays as defined in Section A18. 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.

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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)

A. (Cont'd)

15. Consent must be given by the called party prior to the initiation of the recorded message. The called party may give consent to the call made with ADAD equipment when a live operator introduces the call and states an intent to play a recorded message, or when the ADAD has a feature that allows the person to indicate consent. Any such consent shall apply only to a particular call and shall not constitute prior consent to receive further calls through the use of such ADAD equipment.
16. It will be the responsibility of the operators of the ADAD equipment to insure that their equipment operates in compliance with the *terms and conditions* set forth by the *Louisiana Public Service Commission* (LPSC) (*if applicable*) and the *terms and conditions* in this Section of the *Guidebook*.

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B. The preceding terms and conditions will not apply:

1. 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 device strictly as a follow up device to supply information related to these prior dealings. (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); or
2. Calls made at the request of the subscriber; or
3. Calls made for the collection of a lawful debt; or
4. Calls made for the payment for service of or warranty coverage for previously ordered or purchased goods or services or additional goods or services for existing customers or to remind the customer of a previously made appointment; or
5. Calls made when a live operator introduces the message, provided the call is immediately terminated if the called party says they are not interested; or
6. Calls made by or on behalf of a charitable or non-profit organization to a subscriber who has donated, or who has expressed an interest in donating realty, goods, services, or money; or
7. Calls made to contractual sales otherwise regulated by the provision of the Louisiana Statutes of 1950; or
8. Calls made pursuant to a political campaign.

C. The Company will not install or provide service to a person utilizing ADAD without that person first providing proof to the Company of registration with the Public Service Commission. Proof shall consist of a letter of authorization or permit from the Commission.

Upon determination by the Company that a customer is utilizing ADAD equipment and that the customer has not filed authorization from the Commission to do so, the Company shall notify that customer in writing that such unauthorized use must cease immediately. The written notice shall include reference to the specific *term and condition* violated, and a statement that if the customer disputes the validity of the charge, the customer may request a hearing upon the matter before the Public Service Commission within ten (10) days of the date of the notice. If a customer can demonstrate a good faith defense to the violation, he may request in writing that the Company continue service to him during pendency of his hearing before the Commission. Failure to cease unauthorized action, properly register, or file for hearing under the above conditions will result in disconnection of service.

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D. 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. GENERAL TERMS AND CONDITIONS

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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)
- D. The economical operation of the telephone business, for the benefit of the whole body of rate payers and to the business itself may require changes in wire center and base rate area boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of the approved methods of applying charges and the customer will be informed of any increase or decrease in their rates prior to the time of the change. (T)

A2.3.2 Flat, Measured And Message Rate Service

- A. When Flat, Standard Measured, Low-Use Measured, Local Optional Service Option B or Message Rate Services are offered in an area, 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, Standard or Low-Use Measured, or Local Optional Service Option B 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, Local Optional Service Option B or Message Rate Service ordinarily provided in guests' or patients' rooms and lobbies. Flat Rate Service may be provided in guest or patient rooms, in lieu of Measured, Local Optional Service Option B, or Message Rate Service, in addition to Flat Rate Service for management use in hotels and hospitals. Regardless of the type of service the hotel or hospital subscribes to, a guest or patient using the station or room as a place of residence may subscribe individually to any type of service (Flat, Measured, Message Rate or Local Optional Service Option B) which may otherwise be available to residence subscribers;
2. To premises where semipublic or public telephones may properly be located;
3. To a flat or measured rate Foreign Exchange line which is switched at a location outside the basic local calling area of the normal serving exchange;
4. To premises where Back-Up Line service may properly be located with flat rate primary line service;
5. To premises where toll terminals are located;
6. To premises where Flat Rate Service is used for voice transmission and usage service is used for the following purposes:
 - a. For contingency or temporary use during service outages of the main communication system only and the usage lines are not part of the primary voice system at that location;
 - b. For fax machines only and the usage lines are not part of the primary voice system at that location;
 - c. For computer data communications only and the usage lines are not part of the primary voice system at that location.

An exception shall also apply for premises where usage service is used for voice transmission and Flat Rate Service is used for the same purposes stated above;
7. To premises where Flat Rate Service is used for voice transmission and the customer subscribes to a service for which the Company requires usage rated network access such as, but not limited to, MegaLink service and LightGate service.
8. To premises where Local Optional Service or Local Optional Service Option B lines are being used and the subscriber wants to add BellSouth Business Plus Service lines to that same location. An exception would also be allowed for premises where BellSouth Business Plus Service lines are being used and the subscriber wants to add Local Optional Service or Local Optional Service Option B lines at that same location. All of these services are considered to be measured or usage sensitive services.

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

A2.3.3 (DELETED)

A2.3.4 Reserved For Future Use

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. (T)
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted for regulated charges to the Company for telephone service provided in Louisiana or in any other state in which the Company operates 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 telephone service is established and it is subsequently determined that either condition in A2.3.5.B. preceding 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 canceled 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.
- 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 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.

A2.3.6 Application Of Rates For Business And Residence Service

- 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, private schools, hospitals, nursing homes, libraries 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. Services provided pursuant to Sharing and Resale of Basic Local Exchange Service (Section A127.), even though residence client charge and residence directory listing may apply. (T)
 - 4. Service terminating solely on the secretarial facilities of a telephone answering bureau.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

B. (Cont'd)

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.

C. Residence rates apply for:

1. Up to and including ten (10) individual lines which terminate at a private residence location for residence subscribers where a business listing is not employed in the Company's telephone directory. If a subscriber's total access line requirements are greater than ten (10) lines at their residence location, all lines over the initial ten shall be billed at the business service rates. Residence subscribers may have a maximum of three (3) residence service lines in a rotary or hunting arrangement at their private residence location at no charge. If more than three (3) lines are required in a rotary or hunting arrangement, a residence rotary or hunting arrangement charge shall apply for all lines in the arrangement up through ten lines as specified in Section A3. If more than ten lines are required in a rotary or hunting arrangement, business Grouping Service rates shall apply for all lines in the arrangement, while the access line rate will depend on the total number of lines at that residence location. Special construction charges may be applied where multiple lines are terminated at private residence locations as specified in Section A5.

In accordance with the Louisiana Public Service Commission Order No. U-22215-A dated July 6, 1998, existing subscribers as of May 20, 1998 with more than ten (10) residence service rated lines and those subscribers with more than three (3) residence service lines in rotary or hunting at their private residence shall be grandfathered for a period of five (5) years. After May 20, 2003, these subscribers shall convert their existing service to comply with the new provisions. However, additional lines ordered by these subscribers or requests for moves of their existing service after May 20, 1998 shall be subject to the new provisions.

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2. Subscribers residing in private apartments in hotels, clubs, hospitals, and 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. Public or parochial schools.
 5. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.
- D.** Residence rates also apply for telephone service located in individual churches when such service is listed in the name of the church. This residence rated service is intended for use by the church in its normal operations with its local members. Services provided for other associated church activities, which would otherwise be considered as business functions, will be classified as business services. In cases when the residence and business services are combined into one telephone system, the business rates must then apply for all services.
- E.** 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.
- F.** 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.
- G.** Customers identifying themselves as amateur radio operators, licensed under Part 97 of the Federal Communications Commission (FCC) Rules and Regulations, will be charged residence rates at business locales and residence locales. The FCC prohibits the transmission of business communications by an amateur radio station (Para. 97.110). This rule does not negate the application of the appropriate business or residence classification of telephone access lines.
- H.** (DELETED)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.3.6 Application Of Rates For Business And residence Service (Cont'd)

H. (DELETED) (Cont'd)

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 cancelled 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.

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.

A2.3.8 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.
- 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.
- 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.
- 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.** Except as otherwise specified in this Guidebook, 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. GENERAL TERMS AND CONDITIONS

(T)

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

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.

A2.3.13 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.

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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 condition 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 or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.3.16 Suspension Of Business And Residence Service

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 distance exchange.
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 Line Service:**
The charge for a maximum period of six 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, except as specified in service-specific *guidebook* sections, as specified in A2.3.16.A. preceding and in 2. following. 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 *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4.. (T)
2. The charge for basic exchange line service shall be 50 percent of the rate regularly charged except for organizations that meet the following emergency criteria.
 - a. The primary mission of the organization is the preservation of life or property;
 - b. The organization is government funded;
 - c. The use of the suspended service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the subscriber.

The maximum number of suspendable main station lines at a customer's site will be limited to thirty (30) lines with no recurring charges during the period of suspension.
3. **HORIZON and PBX Systems:**
The charge for Key and Pushbutton Systems and PBX Systems is 50 percent of the rates regularly charged except as modified in A2.3.16.B.2.a. following.
 - a. 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.
 - b. Suspension of Service is permitted for any item provided under the Minimum Period Option Plan. For items offered under the Commitment Period Option Plan, suspension of service is not permitted during the time that Tier A or the Fixed Monthly Rate Component for the commitment period is in effect. After the Commitment Period has expired, suspension of service is permitted at the specified *guidebook* rate. (T)
4. Charges as specified in A4.2.5. will apply in addition to charges shown in A2.3.16.B.1, 2. and 3. preceding.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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. (T)
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. (T)
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.

B. Termination of Service at the Subscriber's Request

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.

C. Termination Charge

1. A Termination Charge is determined by applying the percentage of the unexpired portion of the Basic Termination Charge for the initial service period to the full Initial Service Period.
The Basic Termination Charge and the Initial Service Period are indicated in the section of this *Guidebook* covering the service items to which they apply. The Initial Service Period is shown in brackets following the amount of the Basic Termination Charge. (T)
2. When a subscriber discontinues one or more units of a group of the same item, the equipment latest installed shall be considered as the equipment first discontinued.
3. When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal. The termination charge in this event will not exceed the Basic Termination Charge.

A2.3.18 Reserved For Future Use

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)**A2.3.20 (DELETED) (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 A2.3.21.A.2. through A2.3.21.A.5. following.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.3.21 Connection With Miscellaneous Common Carriers (Cont'd)

A. Application (Cont'd)

2. Subject to the availability of facilities and the reasonable requirements of the Company for its Telecommunications Services, 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 by Part 21 of the FCC Rules) to a landline telephone or mobile unit in another Reliable Service Area (as defined by Part 21 of the FCC Rules).
4. Specific administrative 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 tariffs *or 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 A2.3.21.A.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 Reserved For Future Use

A2.3.24 Reserved For Future Use

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)**A2.3.25 Measured Or Message Rate Service**

Subscribers to measured or message rate service who change to Local Optional Service Option B may elect to return to measured or message rate service within 90 days from the initial change.

A2.3.26 (DELETED)

(D)

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.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.4.2 Deposits

- A. The Company may, in its discretion, require any applicant for or any subscriber to its services to deposit a sum up to an amount equal to either the charge for two months local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service as security for the payment of any and all accounts accruing for the service. In addition, any applicant may also be required to deposit a further sum up to an amount equal to
1. the applicable basic termination charge for any service furnished the subscriber; and/or
 2. the total charges which would be due for the applicable minimum service period for any service furnished the subscriber. Such additional deposit shall be reviewed annually and a partial refund shall be made to the subscriber in an amount equal to the difference between the amount on deposit and the amount then required to cover the unexpired portion of the basic termination charge and/or minimum service period. Upon discontinuance of the service, such additional deposit may be applied in payment of any and all amounts accruing for service.
- B. Interest at the rate of 5 percent per annum is allowed to the subscriber during the continuance of the deposit, except that no interest is paid on deposits held for less than 6 months. Interest will be refunded annually by means of a payment to the subscriber or a credit to current billing, with a designation on the bill that the credit is for earned interest. If held until discontinuance of service, such deposit and accrued interest, if any, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.
- C. 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. (T)

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 and billed local usage.¹ 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. Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charge" in Section A4.
- D. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- E. 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 account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

Note 1: Basic monthly charges are billed in advance. Toll charges for Long Distance Services and additional charges for local usage are billed in arrears.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.4.3 Payment For Service (Cont'd)

- F. An administrative charge will be applied by the Company for each time a check or bank draft is returned by a bank to the Company for the reason of insufficient funds.
 - 1. Returned check/bank draft

(a) Each	Charge	USOC
	\$20.00	NA

- G. A customer's account will be considered as delinquent if not paid in full within 20 days of the date the bill is rendered by the Company. In addition, a late payment charge of 5 percent applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collection Services) when the previous month's bill has not been paid in full prior to the next billing date. The 5 percent charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill.
- H. A termination charge may apply as described in A2.3.17.C.

I. Duplicate Bill Charges
General

A Duplicate Bill Charge will be applied upon a customer's request for duplicate copies of a telephone bill(s) in accordance with the charges specified following. This charge shall not apply for diskettes, magnetic tapes, and electronic data interchange or data transmitted bills. Concessions are not applicable for this service.

A Duplicate Bill Charge will not be applied in the following instances:

- 1. When customers programmatically receive additional copies of their bills each month;
- 2. When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address of the bill;
- 3. When customers have not received a bill due to Company error in the address of the bill;
- 4. When customers request a copy of a toll credit limit bill or a final bill.

Charges

- 1. Duplicate Bill Charge
Per copy of bill requested

	Residence	Business	USOC
(a) Current and prior two (2) months	\$3.50	\$4.50	NA
(b) Three (3) months or older	4.50	6.00	NA

- J. 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 (also see Section A4). An installment Billing Service Fee may apply as specified in Section A4.

K. Miscellaneous Fees Associated With Payments

- 1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee may apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated 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

- (1) Per Telephone Request

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

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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 interruption 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)

A2.4.5 Provisions For Certain Local Taxes And Fees

Whenever any municipality, parish or other political subdivision of the State of Louisiana shall collect or receive any payment from the Company for or by reason of the use of its streets, alleys or public ways or places, or for or by reason of the operation of the Company's business or by reason of any agreement between it and the Company, whether such payment be called a license, occupational, privilege, franchise or inspection tax, charge or fee, or otherwise, the amount of such payment may be added to the sales price of the Company's services and billed pro rata to the Company's customers receiving local service within the municipality, parish or other political subdivision collecting or receiving such payment.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

The provisions hereof shall not apply to ad valorem taxes, nor to an occupational license tax levied and collected under the provisions of and subject to the limitations of Section 358 and 397 of Title 47, Chapter 3 of the Louisiana Revised Statutes of 1950, nor to any payment made pursuant to the terms of any agreement, ordinance, resolution, or law in effect on July 27, 1960, or extensions thereof, provided that the amount of any increase in a payment effected by any such extension may be billed to customers, as provided hereinabove.

A2.4.6 Reserved For Future Use

A2.4.7 Reserved For Future Use

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 service over one of several optional payment periods. A different monthly rate may apply for the duration of each period. The monthly rate may vary with the length of the payment period.
2. The only payment period for software (versions) is the one-month period, except where other terms are specified in service *guidebooks*. (T)
3. The minimum period is one month, unless otherwise specified in service *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, services furnished under the Variable Term Payment Plan are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook*. (T)

B. Definitions:

ADDITION

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

CONVERSION

Removal of a customer's installed service and replacement with a different service, under terms specified in service *guidebooks*. (T)

DOWNGRADE

Guidebook-enumerated changes to an installed service 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 SERVICE MODIFICATIONS

Alterations to an item or items of service as specified in service *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 service.

REARRANGEMENT AND CHANGE OF SERVICE

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

RELEASE

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

REMOVAL

Deletion of a portion of service from a customer's existing service.

UPGRADE

A *guidebook*-enumerated enhancement to an installed service by a major service 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 service 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 service 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 service *guidebooks*. The *guidebook* provisions concerning termination liability shall be inapplicable to any state, parish, 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:
 - a. a statute;
 - b. an ordinance;
 - c. a policy directive; or
 - d. a constitutional provision;which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability or inadequacy of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, or inadequate, 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 or inadequacy of funds, the termination liability provisions in the *guidebook* shall apply. (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 services offered under the Variable Term Payment Plan, and filed 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.
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. Additional service can be added to an existing service at the customer's option, and the payment of rates and charges in the currently effective *guidebooks* for such service will be applied. (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)

2. At the customer's option, unless otherwise specified in the service *guidebook*, additions may be paid for over the remainder of the existing service'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 service 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 service for the same payment period as the installed service's existing payment period. If the installed service's payment period is not in the *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 service 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 service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing installed service. (T)
When the addition and the existing installed service's expiration dates differ, the customer must select a new payment period for the addition (at the time of its expiration) according to the terms and conditions stated preceding or in this section.
4. Service subsequently added to an upgraded service coterminously will be charged at the current rates for the payment period equal to the installed service'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.
Additions to upgraded services may also be ordered for payment periods shorter than or equal to the payment period existing prior to the addition at the current rates for the selected period.
5. Termination charges for premature disconnection of the added equipment or service 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 service. (T)

F. Upgrades

1. Allowable upgrades to services offered by the Company are specified in the individual *guidebooks* currently in effect for offerings under the Variable Term Payment Plan. (T)
2. A customer who elects to upgrade an installed service may choose one of two options, unless otherwise specified in the service *guidebooks*: (T)
The existing payment period may be extended by a period of time specified in the service *guidebook*, and the new and previously installed service will expire on the same date. The rate levels applicable for the new service are those currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for service 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 service will be billed at rates applicable for the next shorter payment period in the current *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)

F. Upgrades (Cont'd)

2. (Cont'd)

The new service 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 service, and rates for service previously installed and continuing in service are unaffected. The expiration date of the new service is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new service is earlier, at the time of expiration the customer must select another payment period for the new service 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 service is exempt from Company-initiated rate changes for all payment periods longer than one month.
5. Termination charges will apply to service disconnected prior to expiration for all payment periods longer than one month.
6. Installation, service order, service establishment and other nonrecurring charges, as specified in the service *guidebooks*, will apply to any new service. (T)

G. Conversions

1. Conversions to installed services are specified in service *guidebooks* currently in effect for offerings under the Variable Term Payment Plan. (T)
2. The service agreement for a currently installed service terminates when conversion occurs.
3. The customer must select a currently available payment period for the new service. The current rates for the chosen period would apply to any new service as well as to any remaining service from the previously installed system.
4. Termination charges will apply to all service removed prior to expiration of the selected payment period. Termination charges will not apply to any service remaining to the customer's premises for use in the new service 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 nonrecurring charges, as specified in service *guidebooks*, will apply for the newly installed service. Nonrecurring charges will not apply to service remaining to the customer's premises and continuing in service. (T)

H. Removals

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

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

1. Allowable downgrades for installed services are specified in service *guidebooks*. (T)
2. A customer has the option to place any new service at the time of the downgrade on a coterminous payment period, unless otherwise specified in the service *guidebook*. Rates for the new service 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 service remaining to 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. Service remaining to the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new service may then have a different expiration date from the service which remained after downgrading.
When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time when the service was downgraded according to the terms and conditions preceding or in this section.
4. Termination charges do not apply for service which becomes part of the downgraded service. Termination charges do apply for service removed in downgrading the system.
5. Installation, service order, service establishment, and other nonrecurring charges will apply to any service which must be added new to a service being downgraded, as enumerated in service *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 service *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 service headings. (T)
4. Appropriate charges will apply for hardware changes resulting from version changes, as specified in A2.4.8.E.5., A2.4.8.E.7., A2.4.8.F.5., A2.4.8.F.6., A2.4.8.G.4., A2.4.8.G.5. preceding and elsewhere in this *Guidebook*. (T)

L. Moves Of Service

1. Moves of Service (Lapse-in-Service)
 - a. Within *BellSouth Telecommunications, LLC* in Louisiana (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.

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 Of Service (Cont'd)

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

a. Within *BellSouth Telecommunications, LLC* in Louisiana (Cont'd)

(T)

(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. Billing for the new location will be effective the next day. 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 services 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 the customer may select units to be moved and units to be terminated from the agreement, subject to any restrictions(s) in service *guidebooks*. (T)

(5) Transfer of service between two customers within four months of a lapse-in-service move between premises is not permitted.

b. Between Exchanges of *BellSouth Telecommunications, LLC* in Louisiana and Exchanges in other *BellSouth Telecommunications, LLC* States

(T)

Customer requests for lapse-in-service moves between exchanges of a *BellSouth Telecommunications, LLC* Company in different states or between exchanges of two *BellSouth Telecommunications, LLC* Companies in the same or different states will be provided under the same conditions as described preceding, in A2.4.8.L.1.a. except as follows: (T)

(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 "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.

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 Of Service (Cont'd)

3. Rearrangement and Change of Service

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

4. Minor Service Modifications

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

(T)

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 service 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 Louisiana) 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 service remaining to 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. Two-Tier termination charges will apply to any service removed 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.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

- N. Two-Tier Transition To Variable Term Payment Plan (VTPP) (Cont'd)
4. The monthly license fee will not be applicable for versions remaining in the customer's service 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 service to VTPP, unless otherwise specified in service *guidebooks*. (T)
 6. Transfer of Service for a grandfathered Two-Tier service will be permitted subject to the following conditions:
 - 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 service must be transferred intact to the new customers. Any additions, deletions or changes to the service 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)****N. Two-Tier Transition To Variable Term Payment Plan (VTPP) (Cont'd)**

4. The monthly license fee will not be applicable for versions remaining in the customer's service 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 service to VTPP, unless otherwise specified in service *guidebooks*. (T)
6. Transfer of Service for a grandfathered Two-Tier service will be permitted subject to the following conditions:
 - 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 service must be transferred intact to the new customers. Any additions, deletions or changes to the service 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 furnished under a Variable Term Payment Plan period and prior to the completion of that period, the existing payment period may be replaced by 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 date requested.
3. No termination charge applies for the former payment period provided the customer selects a new payment period equal to or longer than the time remaining under the service'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 service must be shorter than the time remaining in the service'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. The rates in effect for new customers at the time the renewal is effective will apply. The customer will be charged the current rate for the renewal payment period commencing the day following completion of the prior 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 service *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 A2.4.8.P.2. preceding.
4. If the expiration date for any service differs from the installed service'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 A2.4.8.E.3., E.4., F.3., F.4., I.2., I.3., and O.
5. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
6. 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.

In accordance with Senate Bill No. 802 (Act 906) passed during the 2010 Louisiana Legislative Session, all contracts entered into on or after January 1, 2011 shall disclose the automatic renewal clause clearly and conspicuously in the contract or contract offer. Also, it shall disclose clearly and conspicuously how to cancel the contract during the initial term of the contract, contract offer or with delivery of products and services.

Q. Transfer Of Service

Service may be transferred to a new customer at the same location upon prior written concurrence by the Company and payment of a transfer charge by the new customer as specified in service *guidebooks*. The new customer will be subject to all provisions currently reflected in the service agreement, except as otherwise specified in A2.4.8.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.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.4.10 Payment Plan For Contract Services (Cont'd)

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.

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 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.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.4.10 Payment Plan For Contract Services (Cont'd)

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 when approved by the appropriate regulatory authority. (T)
 - 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 connection 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 connection charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
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 CSPP 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)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.4.10 Payment Plan For Contract Services (Cont'd)

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:
 - 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)
 - 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.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.4.10 Payment Plan For Contract Services (Cont'd)

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

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.
7. All *terms and conditions* and charges for changes made to the service coincident to the move shall apply.
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 *or guidebook* which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater. (T)

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

BellSouth will waive early-termination liability charges associated with a BellSouth 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 BellSouth, 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.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability Of The Company

A2.5.1 Service Irregularities

The Company's liability, if any, for its willful misconduct is not limited by this *Guidebook*. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this *Guidebook* as an allowance for interruptions.

(T)

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.

(T)

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

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, 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 proportional 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 unusual dates, such as the Year 2000, shall be limited to an amount equal to the proportional 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.

A2.5.2 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

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

A2.4.8 Variable Term Payment Plan

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.

A2.4.9 Reserved for Future Use

A2.4.10 Payment Plan 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 the Payment Plan 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 is a payment plan which allows 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. (T)

Payment periods for services provided under a 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 order 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 filed 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.

A2. GENERAL TERMS AND CONDITIONS

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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 cases 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 signaling in the furnishing of Exchange Telecommunications Service shall be performed by equipment furnished, installed and maintained either by the Company or by the customer.

A2.5.8 Use Of Customer-Provided Equipment

- A. The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation: 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 voltage or currents transmitted over the service of the Company,

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.5.11 Application Testing (Cont'd)

B. (Cont'd)

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.
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.¹
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.¹

A2.6 Reserved For Future Use

A2.7 Obligation Of The Company

A2.7.1 Obligation To Furnish Service

- A. 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 these facilities required incident to the furnishing and maintenance of that service.
- B. The Company shall satisfy requests for telecommunications services except in the following situations:
 1. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the service; or
 2. Where an exchange has met the criteria for sunset pursuant to LPSC's General Order dated July 22, 2009 on Carrier Of Last Resort (COLR) in Docket No. R-30480 or in General Order dated December 31, 2013 in Docket No. R-31839. These exchanges are noted in Section A3.6.4; or
 3. Where otherwise noted in this *Guidebook*.

(T)

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A2.8 (DELETED)

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

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A2. GENERAL TERMS AND CONDITIONS

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

A2.5.8 Use Of Customer-Provided Equipment (Cont'd)

A. (Cont'd)

1. caused by or resulting from use of customer-provided equipment (except where a contributing or concurrent 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 where any such damage could have been prevented by Company-provided equipment.

A2.5.9 Directory Errors And Omissions

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.

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.

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 initial¹ 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. Additional *terms and conditions* for *guidebook* services that may be used in an application test are listed in the specific *guidebook* section for that service. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company.
- 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 at the discretion of the Company 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.

(T)

Note 1: Generally, one application test per service, per customer.

A2. GENERAL *TERMS AND CONDITIONS*

(T)

A2.8 (DELETED) (Cont'd)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.8 (DELETED) (Cont'd)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.8 (DELETED) (Cont'd)

A2. GENERAL *TERMS AND CONDITIONS*

(T)

A2.8 (DELETED) (Cont'd)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.13 Customer Premises Inside Wire

A. General Provisions

1. Customer premises inside wire is defined as that wire, including connectors, blocks, and jacks, located on the customer's side of the demarcation point.
2. Customer premises inside wire provided by the customer may be connected to Simple Residence and Simple Business Individual or Party Line Service furnished by the Company at any point on the customer's side of the demarcation point.
3. The typical Network Interface for the connection of customer premises inside wire consists of a miniature modular standard jack equivalent and is to be established at the time of initial service and provided as 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 A15.1.3.) which would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.
4. 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.
5. Connection of customer premises inside wiring and terminal equipment to the telephone 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.
6. The customer is prohibited from connecting premises wiring to the protector.
7. 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 Charge as specified in Section A4..
8. The rates and charges for the Exchange Access Line do not include the Company maintenance of customer premises inside wire and/or jacks.

(T)

B. Responsibility of the Customer

1. 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.
2. 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.
3. In those instances where the Company makes a visit to the customer's premises and the service difficulty or trouble results from customer-provided or maintained inside wire and/or jacks that are not installed or maintained in accordance with the technical standards for such inside wire and jacks, the customer will be subject to charges outlined in Section A4. for Other Residence or Business Services.
4. 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.

C. Incidence of Harm

1. Should terminal equipment, inside wiring, plugs and jacks, or protective circuitry cause harm to the telephone network, or, should the Company reasonably determine that such harm is imminent, the Company shall, where practicable, notify the customer that temporary discontinuance of service may be required; however, wherever prior notice is not practicable, the company may temporarily discontinue service forthwith, if such action is reasonable under the circumstances.
2. In case of such temporary discontinuance, the Company shall (a) promptly notify the customer of such temporary discontinuance, (b) afford the customer the opportunity to correct the situation which gave rise to the temporary discontinuance and (c) inform the customer of his right to bring a complaint to the Federal Communication Commission (FCC) pursuant to the procedures set forth in the FCC Part 68 rules, Subpart E.

A2. GENERAL TERMS AND CONDITIONS

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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. GENERAL TERMS AND CONDITIONS

(T)

A2.8 (DELETED) (Cont'd)

A2.9 Trouble Determination Charge

The Trouble Determination Charge is the charge which applies 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 Company specified demarcation point.

A2.10 Special Promotions

A. *Terms and Conditions*

(T)

1. The Company may offer special promotions of new or existing services. These promotions are temporary discounts, waivers or partial waivers of certain recurring and/or nonrecurring charges or one-time credits to subscribers' accounts. Subject to the availability of services and facilities, promotions are offered on a completely nondiscriminatory basis to all subscribers meeting the eligibility criteria for each promotion within the classification of service and area for which the promotion is offered. Each subscriber so meeting that criteria will have an equal opportunity for participation.
2. Upon initial availability within a particular area (central office) of features found in A13.9, A13.19, A13.34, A13.44 and A13.47, the nonrecurring charges and first month's recurring charge will be waived for any customer subscribing to such feature(s) during the sixty days following the date on which such feature(s) becomes available in the area. If a promotion or a waiver for such feature(s) is in effect for all customers in the customer's class of service at the time the customer orders the feature(s), the general promotion or waiver will apply instead of this waiver. A subscriber may not participate in both this waiver and a concurrent general promotion or waiver for the feature(s) ordered.

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A2.11 Trademarks and Servicemarks Protection

A2.11.1 Use of Trademarks and Servicemarks

Trademarks and Servicemarks owned by BellSouth Intellectual Property Corporation 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. GENERAL TERMS AND CONDITIONS

(T)

A2.14 Customer Agents (Cont'd)**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 Reserved for Future Use**

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.19 Resale of Service Provisions

The following *terms and conditions* are applicable for the resale of *telecommunications* services offered in this *Guidebook* by certificated Competitive Local Exchange Carriers (CLECs).

(T)

A2.19.1 General

- A. Unless specific exceptions are made to the contrary elsewhere in this *Guidebook*, TSPs may resell those *telecommunications* services identified in this *Guidebook* subject to the same terms and conditions under which those services are available for sale to end users or other customers under the Company's *guidebooks* as well as pursuant to the terms and conditions specific to Resellers as set forth in this and other sections of this *Guidebook*. (T)
- B. The provision of such services by the Company as set forth in this *Guidebook* does not constitute a joint undertaking with the CLEC for the furnishing of any service. (T)
- C. The Reseller will be the customer of record for all resold services. Except as specified in A2.19.7.F., the Company will take orders from, bill, and expect payment from the Reseller for all services. (T)
- D. The Reseller will be the Company's single point of contact for all resold services provided in connection with the resale of private line services.
- E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company. However, the Company will not bill the end user for any services it receives from a CLEC (e.g., toll charges, etc.).
- F. The Company maintains the right to serve directly any end user within an identified resale service area. The Company will continue to directly market its own local exchange products and services and in doing so may establish independent relationships with end users of CLECs.
- G. A CLEC must not interfere with the right of any person or entity to obtain service directly from the Company.
- H. In most circumstances, the current telephone number may be retained by the end user regardless of who provides the local service.
- I. Telephone numbers will be assigned to resold services by the Company on a nondiscriminatory basis, under the same terms and conditions applicable to service provided to the Company's end users. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever circumstances require that the telephone numbers available through a particular central office be changed. In the event of such a change, the change to telephone numbers or central office designation, or both, will affect Resellers and the Company's subscribers in a nondiscriminatory manner.
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to all Resellers for a charge not less than the Company's cost.
- K. The Company will also bill Reseller EUCL charges as specified in A3.7.5. and Unauthorized Change Charges as specified in A2.19.7.G as appropriate. (T)
- L. The Company will provide the standard service interval of any class of service upon request by the Reseller. Also, all classes of service will be provided in a nondiscriminatory manner.

A2.19.2 Unlawful Use of Service

- A. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- B. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- C. The Company can refuse service when it has grounds to believe that service will be in violation of the law.
- D. The Company accepts no responsibility to any person for any unlawful act committed by a Reseller as part of providing service to the Reseller's customers. The Reseller accepts no responsibility to any person for any unlawful act committed by the Company as part of providing service to the Reseller's customer.
- E. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders for assistance for customers that are not the Company's end users will be directed to the Reseller. If the Company receives a request from a law enforcement agency that requires action by the Company, the Company will respond to the request. The Company will forward a copy of the request to the Reseller within a reasonable time. The Company will attempt to notify the Reseller regarding any request from a law enforcement agency affecting the Reseller's customer prior to taking any action that will result in costs being incurred by the Reseller, unless such prior notification is prohibited by law. The Company will bill the Reseller for implementing any requests by law enforcement agencies on the Resellers' end users.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.19 Resale of Service Provisions (Cont'd)

A2.19.7 Establishment of Service (Cont'd)

- F. The Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold local exchange services except that the Company will accept a request directly from the end user for conversion of the end user's service from the Reseller to the Company or will accept a request from another Reseller for conversion of the end user's service from the first Reseller to the second Reseller. The Company will notify the Reseller(s) that such a request has been processed.
- G. If an unauthorized change in local service provider has occurred, the Company will reestablish service with the appropriate local service provider, as requested by the end user. Appropriate service specific nonrecurring charge, as set forth in other sections of this *Guidebook*, will also be assessed to the Reseller initiating the unauthorized changes. The end user's current local service provider will be timely notified of the requested change.

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A2.19.8 Deposits

In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

If a security deposit is required, such security deposit shall be made prior to the inauguration of service. Such security deposit may not exceed two months' estimated billing or any Commission established deposit limitations.

The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In the event that Reseller defaults on an account, service to Reseller will be terminated and any security deposits held will be applied to its account. In the case of a cash deposit, interest at a rate as set forth in Section A2.4.2. shall be paid to Reseller during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

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A2.19.9 Payment and Billing Arrangements

- A. When the initial service is ordered by a Reseller, the Company will establish master accounts for that Reseller.
- B. The Company shall bill the customer of record on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of the Reseller. The Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by the Reseller from the Reseller's customer. The Company will not become involved in billing disputes that may arise between a Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of the Reseller's accounts.
- E. The Company will bill the Reseller charges for all services to be provided during the ensuing billing period in advance except charges associated with service usage, which charges will be billed in arrears. All charges, including charges for any usage allowances, will be calculated at the individual end user level.
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday.

A2. GENERAL TERMS AND CONDITIONS

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A2.19 Resale of Service Provisions (Cont'd)

A2.19.9 Payment and Billing Arrangements (Cont'd)

F. (Cont'd)

If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

- G.** Upon proof of tax exempt certification from the Reseller, the total amount billed to the Reseller will not include any taxes due from the end user. The Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- H.** As the customer of record, the Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency service (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- I.** If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. Penalty shall be due to the Company as set forth in A2.4.3.. (T)
- J.** Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company.
- K.** The Company will not perform billing and collection services for a Reseller.

A2.19.10 Billing Disputes

- A.** In general, the Company will not become involved in disputes between the Reseller and the Reseller's end user customers over resold services.
- B.** If a dispute does arise that cannot be settled without the involvement of the Company, the Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with the Reseller to resolve the matter in as timely a manner as possible. The Reseller may be required to submit documentation to substantiate the claim.

A2.19.11 Discontinuance of Service

A. Discontinuance of Service to an End User

1. Where possible, the Company will deny service to the Reseller's end user on behalf of, and at the request of, the Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the Reseller.
2. At the request of the Reseller, the Company will disconnect a Reseller's end user customer.
3. All requests by a Reseller for denial or disconnection of an end user for nonpayment must be done in writing.
4. The Reseller will be solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise the Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from providing this information to the Reseller. It is the responsibility of the Reseller to take the corrective action necessary with their customers that make annoying calls. Failure to do so will result in the Company disconnecting the end user's service. Termination of service of a Reseller's customer will occur with the following protections, (1) written notice from a law enforcement agency; (2) notifying BellSouth that services have been used unlawfully and that formal charges have been filed against the customer, (3) and written notice is provided to the customer three days before termination.

B. Discontinuance of Service to a Reseller

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by the Reseller of the *terms and conditions* of this *Guidebook*. (T)
2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to the Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of all billed charges is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

A2. GENERAL TERMS AND CONDITIONS

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A2.19 Resale of Service Provisions (Cont'd)

A2.19.11 Discontinuance of Service (Cont'd)

B. Discontinuance of Service to a Reseller (Cont'd)

3. If payment of account is not received, or arrangement made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If the Reseller fails to comply with the provisions of this *Guidebook*, including any payments of accounts not received by the bill date in the month after the original bill date, the Company may, on thirty days written notice to the person designated by the Reseller to receive notices of noncompliance, discontinue the provision of existing services to the Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, the Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to the Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or another Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

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A2.19.12 Liability

- A. 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 Reseller, 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 Reseller 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. The Company shall not be liable for damage to property arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission, 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, preemption, 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. Nothing in this section shall be construed to limit the Company's liability for damages caused by the Company's intentional or gross fault, nor to limit the Company's liability for physical injury caused by the Company's fault.

The Company shall be indemnified and saved harmless by the Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to the Reseller, except that Reseller shall not be required to indemnify the Company for claims, actions, causes of action, damages, liabilities or demands (including the costs, expenses and reasonable attorney fees on account thereof) that arise out of the Company's intentional or gross fault.

- B. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the Reseller's or end user's own communications.
 2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.
 3. All other claims arising out of an act or omission of the Reseller or end user in the course of using services.
- C. The Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this *Guidebook*. The Company shall not be responsible for any failure on the part of the Reseller with respect to any end user of that Reseller.

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A2. GENERAL TERMS AND CONDITIONS

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A2.19 Resale of Service Provisions (Cont'd)

A2.19.13 Restrictions

In addition to restrictions that may be specified in other sections of this *Guidebook*, the following restrictions apply:

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A. Joint Marketing

Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the 1996 Telecommunications Act.

B. Class of Service

1. Resellers purchasing services for resale must do so on an as-is basis, subject to the same terms and conditions of offerings that are contained in the Company's existing retail *guidebooks*. (T)
2. The resale of basic local exchange services shall be limited to users and uses conforming to the definition of basic local exchange services as set forth in the *LPSC's Local Competition Rules* as amended. For example, a Reseller cannot purchase residence lines and resell them for business use, and in no case shall the Company's flat rated basic local exchange services be used as a substitute for Switched Access Service in the completion of traditionally defined Long Distance telephone services. The same terms and conditions contained in A2.3.6 shall apply for the application of residence and business rates. 3.A Reseller cannot purchase flat rated business or residence service to be used by a Hotel/Motel service provider. Such services must be provided in accordance with the provisions contained in A3.20.. (T)
4. Hotel and Hospital PBS service are the only local exchange services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers.
5. A Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscriber (end user) except as stated in A2.3.2.A.. (T)
6. The Company reserves the right to periodically audit services purchased by Resellers to confirm that such services are being utilized in conformity with the Company's *guidebooks*. Such audit shall not occur more than once in a calendar year. An audit shall follow the same general approach as outlined in Section E2.3.14 for Switched Access Service audits. This procedure has been approved and in place since 1993. (T)
7. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, the Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described below shall apply at the Company's sole discretion.

C. Resale Services

1. Services/arrangements not available for resale.
 - a. A4.2.1.G - Installment Billing.
 - b. A13.27.1 Universal Emergency Number Service (911).
 - c. A13.27.5 Enhanced Universal Emergency Number Service (E911).
 - d. A39.1 N11 Service.
2. Services available for resale under certain conditions
 - a. All Sections - Grandfathered and obsoleted services are available for resale to the limited group of customers currently subscribing to the service.
 - b. All Sections - Promotional rates offered for 90 days or less are available for resale at no discount.
 - c. A35 - Interconnection Service for Mobile Service Providers is available for resale at no discount
 - d. A5.8 - Special Billing Arrangements are available for resale at no discount.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.19 Resale of Service Provisions (Cont'd)

A2.19.13 Restrictions (Cont'd)

D. Service Area

A CLEC may resell services only within the specific resale service area as defined in their certification.

E. *Guidebook* Service Limitations

The Reseller must adhere to all *guidebook* limitations for the services that are resold. The Reseller shall be responsible for ensuring that compliance with current *guidebook* provisions is maintained by it and its users.

F. Privacy

Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited by this *Guidebook*.

G. Common Blocks of Equipment or Facilities

Products or services which require common blocks of equipment or facilities cannot be shared between services provided by a Reseller and services provided by the Company, e.g., Multi-Serv service, rotary (hunting) service or DID service. The service must be provided to the end user either entirely by the Reseller or entirely by the Company.

A2.19.14 Wholesale Discounts

A. A discount of 20.72 percent for residence accounts and 20.72 percent for business accounts will be applied to most of the rates and charges on each individual end user account. The wholesale resale rate will be determined by discounting the retail rate by the wholesale discount percentage, and will be calculated at the individual end user level. Contract Service Arrangements (CSAs) are available at a discount of 9.05 percent.

B. Discounts are not applicable to non-*guidebook* services or products, taxes or other pass through charges such as the federal subscriber line charge and similar charges not included in intrastate *guidebooks*.

C. Discounts will not apply to the Reseller's own administrative lines.

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