# **TARIFF DISTRIBUTION**

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PURPOSE: TDM to IP Transition (State Guidebooks) (Baton Rouge Flooding)

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### **A2. GENERAL TERMS AND CONDITIONS**

## 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**

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## **A2. GENERAL TERMS AND CONDITIONS**

## A2.18 TDM to IP Transition

(T)(M)

## **A2.18.1** General TDM to IP Transition Provisions

(N) (N)

As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

- 1					
<u>Product Name</u>	<u>Reference</u>	Wire Center	Exchange Page 1	Other Information	(N)
Local Optional Service, Trunks	A3.2.9	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Auxiliary Line Service	A3.17	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
(Inward Service)					
Trunk Lines	A3.20	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Network Access Service	A3.26	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
(Trunks)					
Trunk Side Access Facility	A3.28	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Foreign Exchange Service	A9.1	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Foreign Central Office Service	A9.2	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Direct-Inward Dialing (DID)	A12.7	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Service (Lines and Trunks)					
Identified-Outward Dialing	A12.8	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
(DOD) From Private Branch					
Exchange Systems (Trunks)					
Arrangements for Night, Sunday	y A13.5	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
and Holiday Service (Trunks)	)		1 0		
Channels for Extension Line	A13.25	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Hot Line Service	A13.56	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Derived Data Channel Service	A29.1	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Data Transport Access	A29.2	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Channel Service			1 0		
ISDN Business Service (IBS)	A42.1	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Primary Rate ISDN	A42.3	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
BellSouth Channelized Trunks	A43.1	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
BellSouth Remote Access	A47.1	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
Service			1 0		

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### **B2. TERMS AND CONDITIONS**

## **B2.14 Customer Agents**

### B2.14.1 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.

#### **B2.14.2** 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.

#### **B2.14.3** 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.

### **B2.14.4 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.

## **B2. TERMS AND CONDITIONS**

B2.15	TDM to IP Transition	)				(T)(M)
A2.18	.1 General TDM to IP Tra	nsition Pro	visions			(N)
	As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.				(N)	
	Product Name	Reference	Wire Center	Exchange	Other Information	(N)
	Sub Voice Grade Services – Series 1000 Channels	B3.2.1	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
	Voice Grade Service - Series 2000	B3.2.2	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
	Wired Music Service - Series 6000	B3.2.3	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
	SynchroNet Service	B7.2	DNSPLAMA	Denham Springs	Distribution Area 110602	(N)
B2.16	Reserved for Future	Use				(M)
B2.17	Reserved for Future	Use				(M)
B2.18	Reserved for Future	Use				(M)

## **SUBJECT INDEX**

T.

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