

Tariff Schedule Applicable to  
RESALE COMMON CARRIER SERVICE  
of  
SNET America, Inc. d/b/a AT&T Long Distance East  
("AT&T LD East")

U-7012-C

Applying to Intrastate Resale Common Carrier Communications Services Between Points in the State of California and Containing Rules and Regulations Governing the Company's Service.

CHECK SHEET

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised sheets as named below comprise all changes from the original tariff.

PAGE	REVISION	PAGE	REVISION
Title	Original	17	Original
1	1 <sup>st</sup> Rev.*	18	Original
2	1 <sup>st</sup> Rev.	19	Original
3	3 <sup>rd</sup> Rev.*	20	Original
4	1 <sup>st</sup> Rev*	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	1 <sup>st</sup> Rev*	25	Original
9	Original	26	Original
10	Original	27	1 <sup>st</sup> Rev.
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	30.1	Original
15	Original	31	Original
16	Original	32	Original

\* - indicates sheets included with this filing

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SNET America Inc., d/b/a AT&T Long Distance East  
310 Orange Street  
New Haven, Connecticut 06510

Schedule Cal. P.U.C. No. 1-T  
1st Revised Sheet No. 4  
Cancels Original Sheet No. 4

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HOW TO USE THIS TARIFF

This tariff reflects the services offered by SNET America, Inc. d/b/a AT&T Long Distance East in California, the intrastate rates for such services and the terms and conditions under which intrastate service is available.

Service descriptions and the rates at which such services are offered may be found as listed below:

Reserved for Future Use  
Directory Assistance

Schedule 1  
Schedule 2

(T)

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PRELIMINARY STATEMENT

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by SNET America, Inc. d/b/a AT&T Long Distance East between locations within the State of California.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by SNET America, Inc. d/b/a AT&T Long Distance East to customers within the State of California.

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of the Company's Advice Letters and current tariff are maintained at the Company's business office located at:

SNET America, Inc. d/b/a AT&T Long Distance East  
310 Orange Street  
New Haven, Connecticut 06510

The tariff is also available for public inspection at the California Public Utilities Commission.

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EXPLANATION OF SYMBOLS

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule or condition.
- (I) - To signify increase.
- (L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify reduction.
- (T) - To signify a change in wording of text but not change in rate, rule or condition.



SNET America Inc., d/b/a AT&T Long Distance East  
310 Orange Street  
New Haven, Connecticut 06510

Schedule Cal. P.U.C. No. 1-T  
Original Sheet No. 7

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SERVICE AREA MAP

The Company provides resold telecommunications services throughout the entire state. Intrastate telecommunications services are provided as authorized by the California Public Utilities Commission.

SNET America, Inc. d/b/a AT&T Long Distance East has been granted authority to provide interexchange service within the State of California.

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Advice Letter No.: 1  
Decision No.: 06-10-057  
Resolution No.:

Issued By:  
Carol Paulsen, Director Regulatory

Date Filed: November 2, 2006  
Effective Date: November 3, 2006

SNET America Inc., d/b/a AT&T Long Distance East  
310 Orange Street  
New Haven, Connecticut 06510

Schedule Cal. P.U.C. No. 1-T  
1st Revised Sheet No. 8  
Cancels Original Sheet No. 8

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1.0 - RATE SCHEDULES

Schedule 1: Reserved for Future Use

(T)

(D)

(D)

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Advice Letter No.: 12  
Decision No.:  
Resolution No.:

Issued By:  
Linda Guay, Director Regulatory

Date Filed: June 2, 2014  
Effective Date: June 2, 2014

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1.0 - RATE SCHEDULES

Schedule 2: Directory Assistance

Directory Assistance is available to Customers of AT&T Long Distance East's long distance service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Director Assistance Per Call:

Intrastate Directory Assistance      \$1.25

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2.0 - RULES

No. 1 Definitions

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

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

**AT&T LD East** - Used throughout this tariff to refer to SNET America, Inc. d/b/a AT&T Long Distance East, unless otherwise clearly indicated by the context.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

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

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

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

**CPUC** - California Public Utilities Commission.

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

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

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2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

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

**LEC** - Local Exchange Company.

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access** - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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2.0 - RULES, (CONT'D.)

No. 1 Definitions, (Cont'd.)

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Underlying Carrier** -The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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2.0 - RULES, (CONT'D.)

No. 2. Description of Service

General

SNET America, Inc. d/b/a AT&T Long Distance East provides long distance services for communications originating and terminating within the State of California under terms of this tariff.

Service is offered to Customers of the Company to provide intrastate, interexchange long distance calls originating and terminating partially or wholly within the State of California, using the Company's network configuration. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

Company services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

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2.0 - RULES, (CONT'D.)

No. 3 Application for Service

Service is furnished by arrangement between SNET America, Inc. d/b/a AT&T Long Distance East and the Customer. Service with the Company does not require that the Customer be presubscribed to the Company. Calls are placed via a toll free access number. The Service offered by AT&T LD East only requires that the calling number be recognized as belonging to a Subscriber.

A Customer desiring to obtain service, which may be initiated based on a written or oral agreement with the Company, shall be informed of all rates and charges for the services the Customer desires and any other rates or charges that will appear on the Customer's first bill. The Customer, must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed. The confirmation letter must be in a language other than English if the agreement was in another language.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

If the application is made verbally, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. Additionally, the Company shall state in this letter all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company.

No. 4 Contracts

[Copies of contracts no longer required as part of the tariff under Decision 90-08-032, August 8, 1990.]



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2.0 - RULES, (CONT'D.)

No. 5 Special Information Required On Forms

[Business forms no longer required as part of the tariff under Decision 90-08-032, August 8, 1990]

No. 6 Establishment and Re-establishment of Credit

SNET America, Inc. d/b/a AT&T Long Distance East may require Customers or potential Customers to provide information pertaining to their financial ability to pay for service. AT&T LD East may deny service to Customers who do not provide the requested information or who fail to meet AT&T LD East's financial criteria. If AT&T LD East determines that an advance payment is necessary, the provisions under Rule 7 of this tariff apply. If service was discontinued for non-payment of charges, AT&T LD East may request additional information from the Customer and reserves the right to collect an advance payment prior to re-establishing service.

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2.0 - RULES, (CONT'D.)

No. 7 Deposits

Deposits may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.

Deposits will cover, but not exceed, one month's usage billing. Simple interest at rate prescribed by the CPUC will be paid on all deposits held for more than one month. Deposits will be returned to the individual Customer, with interest, after a full year history of prompt and timely payment of all Company bills. Deposits associated with other services shall be refunded no later than 120 days after service is discontinued.

The Company also reserves the right to collect one month(s) charges as advance payment. Any advance payments will be credited to the current month's bill.

No. 8 Notices

Notice of late payment and possible disconnection may be sent to Customers, when applicable, by AT&T LD East. Such notice will be sent via First Class U.S. Mail.

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2.0 - RULES, (CONT'D.)

No. 9 Rendering and Payment of Bills

- (A) The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.
- (B) All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- (C) Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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2.0 - RULES, (CONT'D.)

No. 9 Rendering and Payment of Bills (Cont'd.)

- (D) Payment is due within thirty (30) days subsequent to the invoice date and is considered past due after the thirty (30) day period. A late payment charge of 1.5% applies to all overdue balances. Payments shall be credited effective the business day payments are received. Subscribers shall not be liable for late payment charges on disputed amounts that are resolved in the subscriber's favor.
- (E) A return check charge of \$20.00 will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank.
- (F) All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items and are not included in the rates listed in this tariff.
- (G) Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

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2.0 - RULES, (CONT'D.)

No. 10 Disputed Bills

Terms of payment shall be according to the rules, regulations, and laws of the State of California. Any objection to billed charges should be reported in writing to SNET America, Inc. d/b/a AT&T Long Distance East within thirty (30) days after receipt of bill. Adjustments to Customer's bills shall be made when circumstances exist which reasonably indicate that such adjustments are appropriate.

In the case of a billing dispute or other complaint which is not resolved to the Customer's satisfaction by the billing agency or the Company, the Customer may appeal to the Public Utilities Commission of the State of California at either of the following locations:

Consumer Affairs Branch (CAB)  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, California 94102  
Website: [www.cpuc.ca.gov](http://www.cpuc.ca.gov)  
Email: [consumer-affairs@cpuc.ca.gov](mailto:consumer-affairs@cpuc.ca.gov)  
(800) 649-7570  
TDD (800) 229-6846

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2.0 - RULES, (CONT'D.)

No. 11 Discontinuance and Restoration of Service

- (A) AT&T LD East may refuse or discontinue service with proper notice to the Customer for any of the following reasons. Written notice of the pending disconnection will be rendered not less than seven (7) days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
- (1) With written notice for nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by the court.
  - (2) For failure to post a required deposit or guarantee.
  - (3) For Customer's violation of any of the Company's rules on file with the Commission.
  - (4) For failure of the Customer to provide the Company reasonable access to its equipment and property.
  - (5) For Customer's breach of the contract for service between the Company and the Customer.
  - (6) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.

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2.0 - RULES, (CONT'D.)

No. 11 Discontinuance and Restoration of Service, (Cont'd.)

(A), (cont'd.)

- (7) In the event of tampering with the Company's equipment.
- (8) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (9) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (10) In the event of fraudulent use of the service.
- (11) Without notice in the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (12) Without notice when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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2.0 - RULES, (CONT'D.)

No. 12 Optional Rates and Information to be Provided the Public

Customers will be promptly notified of new, revised or optional rates available to them from SNET America, Inc. d/b/a AT&T Long Distance East. Pertinent information regarding AT&T LD East's service is available upon request and open to public inspection by inquiring in person or writing to:

SNET America, Inc. d/b/a AT&T Long Distance East  
310 Orange Street  
New Haven, Connecticut 06510  
Toll Free: 1-800-ATT-2020 (Customer Service and Inquiries)  
1-800-808-7630 (Service Outages)  
Facsimile: 1-203 865-2035  
Web: <http://www.att.com>

No. 13 Temporary Service

From time to time, AT&T LD East may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than thirty (30) days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.



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2.0 - RULES, (CONT'D.)

No. 14 Continuity of Service

- (A) Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.
- (B) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

No. 15 Extensions

Extension service is not offered by AT&T LD East.

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2.0 - RULES, (CONT'D.)

No. 16 Service Connections and Facilities on Customers' Premises

- (A) Service furnished by AT&T LD East may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by AT&T LD East is not part of a joint undertaking with such carriers.
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her Customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- (C) Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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2.0 - RULES, (CONT'D.)

No. 17 Measurement of Service

Charges for each call are computed on an airline mileage basis as described below.

- (A) Calls are measured and rounded to the higher full minute from the serving wire center of the Subscriber's terminal or switch location to the serving wire center of the destination of the call, regardless of Company routing. The minimum length of a call for billing purposes is sixty (60) seconds.
- (B) The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Telcordia in the following manner:
- Step 1 Obtain the "V" and "H" coordinates for the originating and terminating serving wire centers.
- Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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2.0 - RULES, (CONT'D.)

No. 18 Backbilling Procedure

- (A) A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill.
- (B) The following are exceptions which would allow backbilling beyond the prior three months up to five months:
  - (1) Collect Calls
  - (2) Credit Card Calls
  - (3) Third Party Calls
  - (4) "error file" Calls (calls which can not be billed due to the unavailability of complete billing information to the LEC.)
- (C) An additional exception for Backbilling is permitted for a period of 1 1/2 years in cases involving toll fraud.

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3.0 - GENERAL REGULATIONS

3.1 Liability

- (A) AT&T LD East's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- (B) The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- (C) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- (D) The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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3.0 - GENERAL REGULATIONS, (CONT'D.)

3.2 Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- (B) AT&T LD East reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- (D) All facilities provided under this tariff are directly or indirectly controlled by AT&T LD East and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- (E) Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- (F) AT&T LD East reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

3.3 Use of Service

Service may be used by the Customer for any lawful purpose for which the service is technically suited.

3.0 - GENERAL REGULATIONS, (CONT'D.)

3.4 Determination of Time-of-Day

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

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

3.4.1 Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8 AM-4:59 PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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3.0 - GENERAL REGULATIONS, (CONT'D.)

3.5 Holidays

For Company observed holidays, the Evening rate applies to the holidays listed below unless a lower rate period is in effect:

New Year's Day\*\*  
Independence Day\*\*  
Labor Day\*  
Thanksgiving Day\*  
Christmas Day\*\*

\* Applies to Federally recognized days only.

\*\* If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

3.6 Credit Allowance for Interruption of Service

For usage sensitive long distance services, credits will be limited to, at maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

3.7 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.



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3.0 - GENERAL REGULATIONS, (CONT'D.)

3.8 Ordering Under the American Recovery and Reinvestment Act (ARRA)

(N)

The Services and Service Components provided under this tariff shall not be used to support the performance of any portion or program which has been funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T 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 the ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

(N)

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4.0 - PROMOTIONS

4.1 General

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

4.2 Demonstration of Calls

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

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5.0 - CONTRACT SERVICES

5.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.