SNET America, Inc. d/b/a AT&T Long Distance East's Delaware Tariff No. 1 replaces in its entirety SNET America, Inc. d/b/a SBC Long Distance East's Delaware Tariff No. 1.

### INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

SNET AMERICA, INC. d/b/a AT&T Long Distance East

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by SNET America, Inc. d/b/a AT&T Long Distance East between points within Delaware.

P.S.C. Delaware No. 1 14th Revised Sheet No. 2 Cancels 13th Revised Sheet No. 2

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Issued: November 4, 2013 Effective: November 12, 2013

Effective: July 14, 2006

# TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols	4
Tariff Format	5
Section 1.0 - Technical Terms and Abbreviations	6
Section 2.0 - Rules and Regulations	9
Section 3.0 - Description of Service & Rates	21
Section 4.0 - Miscellaneous Services	41
Section 5.0 - Promotions	42
Section 6.0 - Contract Services	43
Section 7.0 - Grandfathered Services	44

# TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

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Issued: November 4, 2013 Effective: November 12, 2013

# SYMBOLS

The following are the only symbols used for the purposes indicated below:

- Delete or Discontinue. (D)
- (C) Change Resulting in an Increase to a Customer's Bill.
- Moved from another Tariff Location. (M)
- New. (N)
- (R) Change Resulting in a Reduction to a Customer's Bill.
- Change in Text or Regulation but no Change in Rate or Charge. (T)

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- B. Check Sheets When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

# SECTION 1 - TERMS AND ABBREVIATIONS

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

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Account Code** - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

**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.

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**Collect** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

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

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

Issued: May 29, 2014 Effective: July 1, 2014

P.S.C. Delaware No. 1 2nd Revised Sheet No. 7 Cancels 1st Revised Sheet No. 7

# SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

**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.

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**DPSC** - Delaware Public Service Commission.

**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.

**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. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

MAC - Minimum Annual Commitment.

**MMC** – Minimum Monthly Commitment.

Issued by:

Premises - The physical space designated by the Customer for the termination of the Company's service.

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P.S.C. Delaware No. 1 2nd Revised Sheet No. 8 Cancels 1st Revised Sheet No. 8

# SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Service Acceptance Date – The date service is first established on the plan the Customer agrees to.

**Switched Access** - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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Issued: May 29, 2014 Effective: July 1, 2014
Issued by: Linda Guay, Director Regulatory

### **SECTION 2 - RULES AND REGULATIONS**

### 2.1 Undertaking of the Company

SNET America, Inc. d/b/a AT&T Long Distance East is a resale common carrier providing interexchange telecommunications services to Customers within the State of Delaware.

Service is provided twenty-four (24) hours per day, seven (7) days per week.

# 2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by SNET America, Inc. d/b/a AT&T Long Distance East within the State of Delaware. The Company may, from time to time, provide service pursuant to contract (rather than tariff) as a response to direct competition, provided that SNET America, Inc. d/b/a AT&T Long Distance East demonstrates to the Commission that the request for service is in response to actual rather than potential competition and that the proposed contract structure and rates are at least equal to incremental cost.

### 2.3 Payment and Credit Regulations

### 2.3.1 Payment Arrangements

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.

All charges due by the Customer are payable to SNET America, Inc. d/b/a AT&T Long Distance East or an authorized billing agency of SNET America, Inc. d/b/a AT&T Long Distance East. Terms of payment shall be subject to the rules of regulatory agencies, such as the Public Service Commission of Delaware. 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.

Past due amounts are subject to a 1.5% late payment penalty.

#### 2.3.2 Deposits

Issued by:

The Company does not collect deposits from customers.

### 2.3.3 Advance Payments

The Company does not collect advance payments from customers.

### 2.3 Payment and Credit Regulations, (Cont'd.)

#### 2.3.4 Taxes

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices. Taxes will be billed as a separate line item and are not included in the rates stated in this tariff or otherwise quoted.

### 2.4 Refunds or Credits for Service Outages or Deficiencies

### 2.4.1 Interruption of Service

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.

# 2.4.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)

### 2.4.3 Liability

- (A) The liability of the Company for any 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other 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 any 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, for defamation, invasion of privacy, infringement of copyright 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 from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

Issued: February 25, 2009 Effective: February 28, 2009

- 2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)
  - 2.4.3 Liability, (cont'd.)
    - (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.
- 2.5 Minimum Service Period

The minimum service period is one month (30 days).

2.6 Cancellation by Customer

Service may be canceled by the Customer on not less than thirty (30) days prior written or verbal notice to the Company.

### 2.7 Refusal or Discontinuance by Company

SNET may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- 2.7.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.7.2 For use of telephone service for any purpose other than that described in the application.
- 2.7.3 For neglect or refusal to provide reasonable access to SNET or its agents for the purpose of inspection and maintenance of equipment owned by SNET or its agents.
- 2.7.4 For noncompliance with or violation of Commission regulation or SNET's rules and regulations on file with the Commission.
- 2.7.5 For nonpayment of any sum due to SNET for more than thirty (30) days after issuance of the bill for the amount due.
- 2.7.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect SNET's equipment or service to others.
- 2.7.7 Without notice in the event of tampering with the equipment or services owned by SNET or its agents.
- 2.7.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, SNET may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

#### 2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2 SNET America, Inc. d/b/a AT&T Long Distance East reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3 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.
- 2.8.4 SNET America, Inc. d/b/a AT&T Long Distance 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.
- The Company does not offer to process local emergency calls, "911" or "0" calls. Such calls are 2.8.5 routed directly to the service local exchange carrier or to the underlying long distance carrier.

#### 2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

#### 2.10 **Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the 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 Company's service.

2.11 Tests, Pilots, Promotional Campaigns and Contests

> The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

#### Other Rules 2.12

- 2.12.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- Reservation of 800 Numbers The Company will make every effort to reserve 800 vanity numbers 2.12.2 for customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.12.3 The Company will participate in porting 800 numbers only if the account balance is zero and all charges incurred as a result of the 800 number have been paid.

#### 2.13 Renewal of Term Plan

Issued by:

#### 2.13.1 No Renewal

If the customer does not choose to renew a term plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the Business default rates in effect, upon completion of the current term.

### 2.13.2 Change in MAC/Term Plan Commitment

### (A) Change In MAC and No Change in Length of Term Plan

### (1) Higher MAC

If the Customer changes to a higher MAC and does not change the length of the term plan agreement, no under-utilization charge applies and no new term plan agreement is required. To calculate the adjusted annual MAC, prorate the old MAC and prorate the new MAC.

### (2) Lower MAC

If the Customer changes to a lower MAC and does not change the length of the term plan agreement, a under-utilization charge will be assessed. The under-utilization charge is equal to the difference between the qualified usage toward the current MAC and the unmet MAC in the current year. A new term plan agreement must be signed by the Customer with new begin/end dates.

### (B) Change In MAC and Change in Length of Term Plan

### (1) Higher MAC and Longer Term Plan Commitment

If the Customer changes to a higher MAC and a longer term plan commitment, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.13 Renewal of Term Plan, (Cont'd.)
  - 2.13.2 Change in MAC/Term Plan Commitment, (cont'd.)
    - (B) Change In MAC and Change in Length of Term Plan, (continued)
      - Lower MAC and Shorter Term Plan Commitment (2)

If the Customer changes to a lower MAC and a shorter term plan commitment. an under-utilization charge will be assessed. The under-utilization charge will be the difference between (number of years in old term plan times MAC) minus (total usage accumulated to date in the current MAC year). A new term plan must be signed by the Customer with new begin/end dates.

(3) Lower MAC and Longer Term Plan Commitment

> If the Customer changes to a lower MAC and a longer term plan, a underutilization charge may apply. The old MAC/term plan revenue commitment will be compared to the new MAC/term plan revenue commitment. If the new MAC/term plan total revenue commitment for the length of the term plan agreement is greater than the old MAC/term plan total revenue commitment for the length of the term plan agreement, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a under-utilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

- 2.13 Renewal of Term Plan, (Cont'd.)
  - 2.13.2 Change in MAC/Term Plan Commitment, (cont'd.)
    - (B) Change In MAC and Change in Length of Term Plan, (continued)
      - (4) Higher MAC and Shorter Term Plan Commitment

If the Customer changes to a higher MAC and a shorter term plan, a underutilization charge may apply. The old MAC/term plan revenue commitment for the length of the term plan agreement will be compared to the new MAC/term plan revenue commitment for the length of the term plan agreement. If the new MAC/term plan revenue commitment is greater than the old MAC/term plan revenue commitment, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a underutilization charge applies. The under-utilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

- (C) Change in Length of Term Plan and No Change in MAC
  - (1) Longer Term Plan Commitment

If the Customer changes to a longer term plan commitment with no change to the MAC, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

(2) Shorter Term Plan Commitment

If the Customer changes to a shorter term plan commitment and does not change the MAC, a under-utilization charge will be assessed. The under-utilization charge will be the difference in the old MAC level minus the current year's MAC usage accumulation to date, plus any full years of MAC remaining on the old MAC term commitment. A new term plan must be signed by the Customer with new begin/end dates.

### 2.13 Renewal of Term Plan, (Cont'd.)

### 2.13.3 MMC Changes

### (A) Change to Lower MMC

A Customer who changes to a lower revenue commitment may opt to implement the change in the middle of its bill cycle or may opt to make the change effective on the first day of the next bill cycle. If a Customer opts to implement the change in the middle of its billing cycle, a shortfall under-utilization charge applies for the unmet MMC for that billing cycle, if applicable.

### (B) Change MMC to MAC

A Customer may change from a MMC to a MAC at any time during the billing cycle. The MMC will end and no under-utilization charge applies. A term plan must be signed by the Customer with new begin/end dates. The MAC will start on the date requested by the Customer.

#### 2.13.4 Start Date and End Date

#### (A) MAC

Achievement of the MAC is calculated on the Customer's yearly Service Acceptance Date anniversary or end date of the term agreement commitment

### (B) MMC

MMC is calculated at the end of the Customer's monthly billing cycle.

### (C) Term Plan Agreement

When the Customer changes the billing cycle dates in the middle of a term plan agreement, the term begin and end dates will not change. The accumulated monies towards the MAC charges, if any, will be based on the begin and end date of the term without regard to the billing cycle.

P.S.C. Delaware No. 1 2nd Revised Sheet No. 21 Cancels 1st Revised Sheet No. 21

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# SECTION 3 - DESCRIPTION OF SERVICE & RATES

# 3.1 General

SNET America, Inc. d/b/a AT&T Long Distance East provides direct dialed (1+) and inbound AT&T
Long Distance Toll Free <sup>SM</sup> Service for communications originating and terminating within the State of
Delaware under terms of this tariff. Operator Services are not furnished by SNET America, Inc. d/b/a
AT&T Long Distance East. Operator Services will be provided and billed by the underlying carrier at rates
as described in the underlying carrier's tariff on file with the Delaware Public Service Commission.

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P.S.C. Delaware No. 1 1st Revised Sheet No. 22 Cancels Original Sheet No. 22

# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

### 3.2 Calculation of Distance

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations.

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Issued: January 25, 2011 Effective: March 12, 2011

P.S.C. Delaware No. 1 1st Revised Sheet No. 23 Cancels Original Sheet No. 23

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# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

#### 3.3 Timing of Calls

- 3.3.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time for Calling begins when the calling and the called station are connected.
- 3.3.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by signal from the called party location or by automatic timing equipment in the telephone network.
- 3.3.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1)
- 3.3.4 Unless otherwise specified in this tariff, usage is measured and rounded in one minute increments for billing purposes.
- 3.3.5 The Company shall not bill for unanswered calls in areas where Equal Access is available.

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### 3.4 Rate Periods

The following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD EVE			EVE			
11:00 PM TO 8:00 AM*	PM TO 8:00 AM* NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

<sup>\*</sup> to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

### Other Rate Periods

Peak: Daytime Rate Period, per above.

Off Peak: All other days and hours, including Holidays, which are not included in Daytime Rate

Period above.

#### 3.5 Plan A

### 3.5.1 General Description

This is a calling plan utilizing switched access lines and sub-minute timing of calls. Outbound calling, and inbound AT&T Long Distance Toll Free<sup>SM</sup> Service are offered under this plan.

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Calls originate and terminate on Switched o facilities provided by local exchange companies or other authorized access providers. For switched access, the Customer is responsible for establishing local access facilities and for all nonrecurring, recurring, construction and other charges in connection with such local access. The Customer using multiple Switched Access lines for a single 800 number must arrange for hunting service from the local exchange company.

#### 3.5.2 MTS

MTS is an outbound service priced based on a single rate band. Calls are billed in one minute increments and are subject to a minimum billing of one minute.

### (A) Time of Day Sensitive Product

.1 Minimum Usage Charge (MUC) is \$22.50

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If the monthly outbound usage or outbound or inbound usage charges combined equal or exceeds the MUC in a billing period, the MUC will not apply. If the the monthly outbound usage or outbound or inbound usage charges combined in a billing period are less than the MUC, the charge that will apply will be the difference between that month's usage charges and the MUC.

### .2 Per-Minute Usage Rate

	Initial Minute	Additional Minute
Day	\$0.2100	\$0.2100
Evening	\$0.1450	\$0.1450
Night/Weekend	\$0.1208	\$0.1208

Issued: May 29, 2014 Effective: July 1, 2014

P.S.C. Delaware No. 1 3rd Revised Sheet No. 26 Cancels 2nd Revised Sheet No. 26

# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Plan A, (Cont'd.)

> Reserved for Future Use 3.5.3

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### 3.5 Plan A, (Cont'd.)

# 3.5.4 AT&T Long Distance Toll Free<sup>SM</sup> Service

This Service provides the Customer with one or more 800-NXX-XXXX numbers which when dialed from stations in the intrastate public switched network shall terminate on Customer-designated facilities or equipment. All charges accruing in connection with usage of the Customer's assigned 800 numbers are billed to the Customer rather than to the party originating the call. Calls may originate from all points within Delaware. All 800 Service calls are billed in one minute increments and are subject to a minimum billing of one minute. There is a single usage rate for Delaware.

### (A) Time of Day Sensitive Product



### Per-Minute Usage Rate

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	<b>Initial Minute</b>	Additional Minute
Day	\$0.2100	\$0.2100
Evening	\$0.1450	\$0.1450
Night/Weekend	\$0.1208	\$0.1208

# (B) Monthly Service Fees, per service group:

### Switched Access \$5.00

This monthly service fee is waived if the Customer subscribes to the same 800 number for both interstate and intrastate service.

Issued: December 6, 2013 Effective: January 13, 2014

P.S.C. Delaware No. 1 2nd Revised Sheet No. 28 Cancels 1st Revised Sheet No. 28

# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5	Plan A,	(Cont'd.)

3.5.5 AT&T Long Distance Toll Free<sup>SM</sup> Service- Optional Features

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(A) Reserved for future use

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P.S.C. Delaware No. 1 2nd Revised Sheet No. 29 Cancels 1st Revised Sheet No. 29

# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

- 3.5 Plan A, (Cont'd.)
  - 3.5.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd.)

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- (B) Reserved for future use
- (C) Reserved for future use

### 3.5 Plan A, (Cont'd.)

- 3.5.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd.)
  - (D) Reserved for future use
  - (E) Enhanced Routing Features<sup>1</sup>

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The following features are available on Switched Access for an additional one time and monthly charge:

Time of Day Routing Day of Year Routing Call Allocation Routing Day of Week Routing Command Routing

# **Nonrecurring Charges:**

Installation	\$100.00
Service Change	\$50.00
Command Routing Activation	\$50.00

### **Monthly Recurring Charges:**

1-3 Routing Plans	\$0.00
4-12 Routing Plans	\$50.00
13-99 Routing Plans	\$50.00

<sup>1</sup>This optional feature is no longer available to: (a) new Customers; (b) existing Customers at new locations; or (c) on new toll free numbers effective November 12, 2013. Existing customers may retain current enhanced routing features but adds, moves, or changes will not be permitted.

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(N)

Effective: November 12, 2013

### 3.5 Plan A, (Cont'd.)

3.5.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (cont'd.)

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(E) Enhanced Routing Features, (continued)

Time of Day Routing

This feature allows the Customer to have calls to the same 800 number routed to different locations during various times of the day.

- (1) Time of Day routing shall follow the national observance of daylight savings time.
- (2) The day may be divided into 15 minute increments, with up to 96 time intervals per 24 hour period. All time intervals must begin on the quarter clock hour.
- (3) The Customer time of day schedule must include the entire 24 hour day.

Day of Week Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations based upon the day of the week. Day of Week routing shall follow the national observance of daylight savings time.

### 3.5 Plan A, (Cont'd.)

3.5.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (cont'd.)

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(E) Enhanced Routing Features, (continued)

Day of Year Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations on specified days of the year. Dates are stored in a month/day format. It is the responsibility of the Customer to revise day of year routing schedules annually.

Call Allocation Routing

This feature permits the Customer to define routing of calls made to the same 800 number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with 1% (one percent) as the smallest allocation percentage to any location. The total of all percentage allocations must be 100%.

- 3.5 Plan A, (Cont'd.)
  - 3.5.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd.)

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(E) Enhanced Routing Features, (continued)

# **Command Routing**

This feature allows the Customer to activate a different Enhanced 800 routing plan on command by placing one telephone call to the Company.

- (1) The Customer may define up to 99 separate routing plans per 800 number.
- (2) Routing plans must be loaded in the Company's network before they are available for activation on command.
- (3) The Customer must have a minimum of two routing plans to be able to utilize this feature.

### 3.7 Business High Volume Calling Plan II

High Volume Calling Plan II is a flat rate calling plan designed for business Customers who bill at least \$50.00 monthly in long distance services. High Volume Calling Plan II calls utilize Switched Access Lines and are billed in one (1) second increments for plans with a Monthly Annual Commitment and are billed in six (6) second increments for plans with a Monthly Minimum Commitment, both with an Initial Period, for billing purposes of eighteen (18) seconds. The minimum commitment for the Monthly Minimum Commitment (MMC) on this plan is one month. The minimum commitment for the Minimum Annual Commitment (MAC) is one year.

- 3.7.1 Volume Calling Plan II Customers can have multi location accounts that have the same accountbilling name grouped together. Accounts that are added after the initial installation inherit the start date of the first account on the plan.
- 3.7.2 High Volume Calling Plan II Customer will be required to select a Minimum Monthly Commitment (MMC) without signing a term commitment or a Minimum Annual Commitment (MAC) which requires a term commitment. A Customer participating in the High Volume Calling Plan II commits to spending a predetermined dollar volume, either annually in the case of a MAC or monthly in the case of a MMC.
- 3.7.3 High Volume Calling Plan II Customers can aggregate usage totals from inbound and outbound service usage when SNET America is the Carrier of choice and multiple Billed Telephone Numbers (BTN) when they are identified under a single Master Account Number, to meet either the MMC or MAC. Any commitment (MMC or MAC) shortfall will be applied to the Primary Billed Telephone Number of the Master Account.

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Issued by: Linda Guay, Director Regulatory

- 3.7 Business High Volume Calling Plan II, (Cont'd.)
  - 3.7.4 Customers subscribing to a MMC will be given a two (2) month grace period where there will be no shortfall penalty assessed. If a Customer subscribes to a MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the no penalty period.
  - 3.7.5 Customers that participate in other SNET America Optional Call Plans with a term requirement can upgrade to this call plan without penalty. Customer must sign a term Agreement in twelvemonth increments, equal to or greater than the remaining months on their existing Agreement and meet the minimum requirement of this plan. If the Company does not offer a plan that carries a term sufficient to satisfy this requirement, the Customer must opt for the longest term currently available.
  - 3.7.6 The usage rates defined below are applicable to the components listed.

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# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.7 Business High Volume Calling Plan II, (Cont'd.)

### 3.7.7 Usage Rates

(A) Monthly Minimum Commitment Option - The usage rated defined below are applicable for Direct Dial inbound and outbound usage. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

	Switched Access		
Monthly Minimum	Initial 18 Seconds	Each Additional 6 Seconds	
\$ 50.00	\$0.0437	\$0.01458	
\$ 200.00	\$0.0432	\$0.01440	
\$ 500.00	\$0.0428	\$0.01428	
\$ 1,000.00	\$0.0427	\$0.01422	
\$ 2,500.00	\$0.0419	\$0.01398	
\$ 5,000.00	\$0.0410	\$0.01368	
\$10,000.00	\$0.0401	\$0.01338	
\$15,000.00	\$0.0401	\$0.01338	
\$20,000.00	\$0.0396	\$0.01320	

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# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

- 3.7 Business High Volume Calling Plan II, (Cont'd.)
  - 3.7.7 Usage Rates, (cont'd.)
    - (B) Minimum Annual Commitment Option The usage rates defined below are applicable for Direct Dial inbound and outbound usage. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

	Switched Access		
MAC 1 Year Term**	Initial 18 Seconds	Each Additional Second	
\$ 600.00	\$0.0354	\$0.00197	
\$ 2,400.00	\$0.0348	\$0.00193	
\$6,000.00	\$0.0342	\$0.00190	
\$12,000.00	\$0.0324	\$0.00180	
\$30,000.00	\$0.0306	\$0.00170	
\$60,000.00	\$0.0288	\$0.00160	
\$120,000.00	\$0.0270	\$0.00150	
\$180,000.00	\$0.0258	\$0.00143	
\$240,000.00	\$0.0252	\$0.00140	

<sup>\*\*</sup>For Customers whose contract expired please see section 3.7.10.

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# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

- 3.7 Business High Volume Calling Plan II, (Cont'd.)
  - 3.7.7 Usage Rates, (cont'd.)
    - (B) Minimum Annual Commitment Option The usage rates defined below are applicable for Direct Dial inbound and outbound usage. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times (continued).

MAG	Switche	Switched Access	
MAC 2 Year Term**	Initial 18 Seconds	Each Additional Second	
\$ 600.00	\$0.0336	\$0.00187	
\$ 2,400.00	\$0.0330	\$0.00183	
\$6,000.00	\$0.0324	\$0.00180	
\$12,000.00	\$0.0306	\$0.00170	
\$30,000.00	\$0.0288	\$0.00160	
\$60,000.00	\$0.0270	\$0.00150	
\$120,000.00	\$0.0252	\$0.00140	
\$180,000.00	\$0.0240	\$0.00133	
\$240,000.00	\$0.0234	\$0.00130	

Issued by:

<sup>\*\*</sup>For Customers whose contract expired please see section 3.7.10.

# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

### 3.7 Business High Volume Calling Plan II, (Cont'd.)

# 3.7.7 Usage Rates, (cont'd.)

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MAC	Switched	d Access
3 Year Term**	Initial 18 Seconds	Each Additional Second
\$ 600.00	\$0.0330	\$0.00183
\$ 2,400.00	\$0.0312	\$0.00173
\$6,000.00	\$0.0306	\$0.00170
\$12,000.00	\$0.0288	\$0.00160
\$30,000.00	\$0.0270	\$0.00150
\$60,000.00	\$0.0252	\$0.00140
\$120,000.00	\$0.0234	\$0.00130
\$180,000.00	\$0.0222	\$0.00123
\$240,000.00	\$0.0216	\$0.00120

### 3.7.8 Reserved for Future Use

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<sup>\*\*</sup> For Customers whose contract expired please see section 3.7.10.

### SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

### 3.7 Business High Volume Calling Plan II, (Cont'd.)

### 3.7.9 Cancellation of Term Plan

### (A) Customer Cancels – MAC has been met:

If the Customer cancels a term plan in the last year of that term plan and the Customer has met the MAC for that year, no term plan early termination fee applies.

### (B) Customer Cancels – MAC has not been met:

If the Customer cancels a term plan and the MAC has not been met for the current year or for any additional years remaining in the term plan agreement, the early termination fee is equal to 50% of the unmet MAC for each of the additional years remaining on the term plan agreement.

(C) MACs, MMCs, and Term Plan Agreements

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Customers that subscribe to this service and who wish to: (1) change MAC or MMC; (2) change the length of their term; or; (3) change to another High Volume Calling Plan; customers must cancel their current term plan agreement and sign a new term plan agreement with new begin/end dates unless otherwise indicated in this Tariff.

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(D) The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer agrees to replace some or all of their existing service with Internet Protocol (IP) service, Wireless, or any functionally equivalent service from an Affiliate of the Company for the purpose of placing outbound and/or inbound live voice communications outside of the customer's local calling area

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### 3.7.10 Term Renewal

If the customer does not choose to renew the Business High Volume Calling Plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the out of term rates listed below.

	Switched Access		
Month to Month	Initial 18 Seconds	Each Additional Second	
\$ 600.00	\$0.0790	\$0.0044	
\$ 2,400.00	\$0.0760	\$0.0042	
\$6,000.00	\$0.0754	\$0.0042	
\$12,000.00	\$0.0716	\$0.0040	
\$30,000.00	\$0.0679	\$0.0038	
\$60,000.00	\$0.0614	\$0.0034	
\$120,000.00	\$0.0576	\$0.0032	
\$180,000.00	\$0.0542	\$0.0030	
\$240,000.00	\$0.0538	\$0.0030	

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### SECTION 4 - MISCELLANEOUS SERVICES

### 4.1 Directory Assistance

Directory Assistance is available to the Customer subscribing to the Company's intrastate interexchange switched communications services. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance bureau is able to furnish the requested telephone number. Directory Assistance calls shall not count toward the volume commitments. If the Customer receives an incorrect telephone number, a credit allowance for Directory Assistance shall be provided.

Directory Assistance, per request

\$1.25

### 4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Delaware law and Commission regulations.

### SECTION 5 - PROMOTIONS

#### 5.1 Promotions - 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 approved by the DPSC and shall be made available to all similarly situated Customers in the target market area.

#### 5.2 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.

#### 5.3 Customer Satisfaction Guarantee

New Customers of SNET America, Inc. d/b/a AT&T Long Distance East will be given a 90 day Customer Satisfaction Guarantee. The Company will convert the Customer back to the Customer's original carrier of choice, should the Customer not be satisfied with SNET America, Inc. d/b/a AT&T Long Distance East service during the first 90 days from the date of transfer of service. This guarantee is only valid for Customers who are in good standing with SNET America, Inc. d/b/a AT&T Long Distance East and want to be converted back to their original carrier. Customers that want to be converted to a carrier other than their original carrier must do so at their own cost. The Customer will still be responsible for the payment of any and all charges associated with the service provided by SNET America, Inc. d/b/a AT&T Long Distance East.

#### 5.4 Competitive Response Promotion

In order to acquire or retain customer, the Company will match certain offers made by other interexchange carriers/resellers where the customer can demonstrate to the Company's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services.

### SECTION 6 - CONTRACT SERVICES

### 6.1 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 or 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.

P.S.C. Delaware No. 1 1st Revised Sheet No. 44 Cancels Original Sheet No. 44

# SECTION 7 – GRANDFATHERED SERVICES

7.1 Reserved for future use (T)

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Effective: December 10, 2010 Issued: November 3, 2010

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