

This New York Tariff No. 2, issued by SNET America, Inc. d/b/a AT&T Long Distance East cancels and replaces in its entirety, New York Tariff No. 1 issued SNET America, Inc. d/b/a AT&T Long Distance East.

TITLE SHEET

REGULATIONS AND SCHEDULE OF CHARGES  
APPLICABLE TO INTERCITY TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF NEW YORK

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

Issued under the authority of the Public Service Commission Case No. C94-C-0311, made August 12, 1994.

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SYMBOLS

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

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a Customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text or regulation.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 supersedes the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(I)
  - 2.1.1(A)(1)(a)(I)(i)
  - 2.1.1(A)(1)(a)(I)(i)(1)

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APPLICATION OF TARIFF

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following definitions are applicable to this tariff:

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.

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.

Commission - New York Public Service Commission.

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

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

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.

(D)  
|  
(D)

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

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

(D)  
(D)

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.

LATA - Local Area of Transport and Access

MAC - Minimum Annual Commitment.

MMC - Minimum Monthly Commitment.

NYPSC - New York Public Service Commission.

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

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

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

(D)

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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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of New York under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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

2.2 Limitations

- 2.2.1 Service is offered in Equal Access areas only.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.3 The Company 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.
- 2.2.4 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.
- 2.2.5 All facilities provided under this tariff are directly controlled by SNET America, Inc. d/b/a AT&T Long Distance 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.
- 2.2.6 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.
- 2.2.7 Service will only be offered to Customer's who are presently utilizing the Company's service within the State of Connecticut.
- 2.2.8 The Company does not offer to process local emergency calls, "911" or "0" calls. Such calls are routed directly to the serving local exchange carrier or to the underlying long distance carrier (0 + interLATA).

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

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The Company'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.

2.4.2 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.

2.4.3 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.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service that is not the direct result of the Company's negligence.

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

2.5 Deposits

2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit, which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.6 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

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

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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

2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by SNET America, Inc. d/b/a AT&T Long Distance East. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the NYPSC. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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

2.13 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- 2.13.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For the use of telephone service for any other property or purpose other than that described in the application.
- 2.13.3 For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- 2.13.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.13.5 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- 2.13.6 For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases.
- 2.13.7 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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

- 2.13 Refusal or Discontinuance by Company, (Cont'd.)
- 2.13.8 Without notice in the event of tampering with the equipment furnished and owned by the Company.
  - 2.13.9 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his 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.
  - 2.13.10 For failure of the Customer to make proper application for service.
  - 2.13.11 For Customer's breach of the contract for service between the Company and the Customer.
  - 2.13.12 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
  - 2.13.13 For periods of inactivity over sixty (60) days.



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

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.15 Tests, Pilots, Promotional Campaigns and Contests

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

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

2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.17 Special Pricing Arrangements

Customized service packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers or potential Customers of SNET America, Inc. d/b/a AT&T Long Distance East for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis and are listed in the Addendum to this tariff.

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

2.18 Customer Overpayments

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.19 Automatic Number Identification Terms and Conditions

The Company may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 2.19.1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's original call or transaction.
- 2.19.2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.19.3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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

2.19 Automatic Number Identification Terms and Conditions, (Cont'd.)

- 2.19.4 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.19.5 The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 2.19.6 Violations of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24-month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

Violations of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25 and 26 of the Public Service Law.

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

2.20 Schools and Libraries Discount Program

2.20.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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

2.20 Schools and Libraries Discount Program

2.20.2 Regulations

(A) Obligation of eligible schools and libraries

(1) Request for service

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c) Service requested will be used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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

2.20 Schools and Libraries Discount Program

2.20.2 Regulations, (Cont'd.)

(B) Obligations of the Company

- (1) The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
- (2) The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
- (3) In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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

2.20 Schools and Libraries Discount Program

2.20.3 Discounted Rates for Schools and Libraries

- (A) Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- (B) The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- (C) The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- (D) The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.



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

2.21 Health Care Providers Support Program

2.21.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

2.21.2 Regulations

- (A) To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- (B) Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- (C) Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

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

2.21 Health Care Providers Support Program (Cont'd.)

2.21.2 Regulations (Cont'd.)

(D) Responsibility of eligible health care providers

- (1) Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
- (2) Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
- (3) Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
- (4) A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
- (5) Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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

2.21 Health Care Providers Support Program (Cont'd.)

2.21.2 Regulations (Cont'd.)

(E) Responsibility of the Company

- (1) The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 2.21.1 preceding.
- (2) The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
- (3) In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

2.21.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except as defined in Section 2.21.3(C) below, which shall be available to all eligible health care providers, regardless of location:

- (A) A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.

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

2.21 Health Care Providers Support Program (Cont'd.)

2.21.3 Rates and Charges (Cont'd.)

- (B) An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- (C) Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority

2.22.1 General

- (A) The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or re-issuance of these regulations or manuals supersede tariff language contained herein.

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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.22.1 General, (Cont'd.)

(B) The TSP program has two components, restoration and provisioning.

- (1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- (2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.22.2 TSP Request Process

(A) Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- (1) Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership  
National Security Posture and U.S. Population Attack Warning  
Public Health, Safety, and Maintenance of Law and Order  
Public Welfare and Maintenance of National Economic Posture

- (2) Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.22.2 TSP Request Process, (Cont'd.)

(A) Restoration, (Cont'd.)

- (3) Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- (4) For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- (5) Submit the SF 315 to the OPT.
- (6) Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.



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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.22.2 TSP Request Process, (Cont'd.)

(B) Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.22.2(A) above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.22.2(A)(1) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.22.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- (A) Identify telecommunications services requiring priority.
- (B) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- (C) Accept TSP services by the service due dates.
- (D) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- (E) Pay the Company any authorized costs associated with priority services.
- (F) Report to the Company any failed or unusable services with priority levels.
- (G) Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- (H) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

---

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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.22.4 Responsibilities of the Company

The Company will perform the following:

- (A) Provide TSP service only after receipt of a TSP authorization code.
- (B) Revoke TSP services at the direction of the end-user or OPT.
- (C) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- (D) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- (E) Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- (F) Confirm completion of TSP service order activity to the OPT.
- (G) Participate in reconciliation of TSP information at the request of the OPT.
- (H) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

---

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

2.22 Emergency/Crisis/Disaster Restoration And Provisioning Telecommunications Service Priority, (Cont'd.)

2.22.4 Responsibilities of the Company, (Cont'd.)

- (I) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- (J) Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- (K) Disclose content of the NS/EP TSP database only as may be required by law.
- (L) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.22.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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

2.23 Renewal of Term Plan

2.23.1 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.

2.23.2 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.)

2.23 Renewal of Term Plan, (Cont'd.)

2.23.2 Change in MAC/Term Plan Commitment, (Cont'd.)

(B) Change In MAC and Change in Length of Term Plan, (Cont'd.)

(2) Lower MAC and Shorter Term Plan Commitment

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 under-utilization 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.

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

2.23 Renewal of Term Plan, (Cont'd.)

2.23.2 Change in MAC/Term Plan Commitment, (Cont'd.)

(B) Change In MAC and Change in Length of Term Plan, (Cont'd.)

(4) Higher MAC and Shorter Term Plan Commitment

If the Customer changes to a higher MAC and a shorter term plan, a under-utilization 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 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.

(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.

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

2.23 Renewal of Term Plan, (Cont'd.)

2.23.3 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.

2.23.4 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.



SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

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. This service is offered to the Company's customers who have their principle service location(s) in Connecticut, but who wish to have the Company's service in branch or affiliated locations in New York. The service is available to the Customer who commits to a combined minimum interstate and intrastate usage of 3 million minutes from all customer locations over a three-year term.

(D)  
(T/D)

Calls originate and terminate on Switched Access 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.

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

3.2 MTS

MTS is an outbound service priced based on a single rate band. Calls are billed in six second increments. The minimum call duration is six seconds.

3.2.1 Minimum/Maximum Rates

	Minimum	Maximum
Usage Rate per minute	\$0.0000	\$0.3000

3.3 Reserved for Future Use

(T/D)

(D)

(D)

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

3.4 AT&T Long Distance Toll Free<sup>SM</sup> Service (T)

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 New York. All calls are billed in six second increments and are subject to a minimum billing of six seconds. There is a single usage rate for New York. (T)

3.4.1 Minimum/Maximum Rates

	Minimum	Maximum
Usage Rate per minute	\$0.0000	\$0.3000

**Monthly Service Fee, per service group**

	Minimum	Maximum
Switched Access	\$ 2.50	\$10.00

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

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

- 3.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (T)
- 3.5.1 Reserved for future use (D)
- 3.5.2 Reserved for future use

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

- 3.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features, (cont'd.) (T)
- 3.5.3 Reserved for future use
- 3.5.4 Reserved for future use

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

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

3.5.5 Enhanced Routing Features<sup>1</sup> (C)

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

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

(a) 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.

(b) 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.

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<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. (N) | (N)

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

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

3.5.5 Enhanced Routing Features, (Cont'd.)

(c) 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.

(d) 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%.

(e) 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.
- (4) Command Routing charges do not apply if the Customer uses the normal service order process to activate routing plans.

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

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

3.5.6 Minimum/Maximum Rates

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



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

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

(T)

3.5.6 Minimum/Maximum Rates, (Cont'd.)

(D) Reserved for future use

(E) Enhanced Routing Features

	<b>Minimum</b>	<b>Maximum</b>
Nonrecurring charge	\$75.00	\$125.00
Installation	\$75.00	\$125.00
Service Change	\$25.00	\$125.00
Command Routing Activation	\$40.00	\$60.00
Monthly Recurring Charges:		
1-3 Routing Plans	\$0.00	\$0.50
4-12 Routing Plans	\$25.00	\$300.00
13-99 Routing Plans	\$25.00	\$500.00

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

3.6 Directory Assistance

A per call Directory Assistance charge applies to all intrastate calls made from points within the State of New York.

Customers with 800 service are automatically provided for appearance in the 800 service directory at no charge.

	<b>Minimum</b>	<b>Maximum</b>
Directory Assistance, Per request	\$0.65	\$2.50

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

3.7 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.7.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.7.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.7.3 Minimum call duration for billing purposes is six (6) seconds unless otherwise specified in the individual rate schedules of this tariff.

3.7.4 The initial period for all calls is six (6) seconds or fraction thereof, regardless of the rate period.

3.7.5 The additional period for all calls is six (6) seconds regardless of the rate period. If the additional period usage is less than six (6) seconds, it will be billed at the full six (6) second rate.

3.7.6 There is no billing applied for incomplete calls.

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

3.8 Calculation of Distance

Unless otherwise specified in the product description and rates sections of this tariff, usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, in the following manner:

- Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the originating and the destination points.
- Step 2 - Obtain the difference between the "V" coordinates of each of the 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 square 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 distance between the originating and terminating serving wire centers of the call.

Formula:

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

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

3.9 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.

3.9.1 High Volume Calling Plan II Customers can have multi location accounts that have the same account-billing name grouped together. Accounts that are added after the initial installation inherit the start date of the first account on the plan.

3.9.2 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.

3.9.3 High Volume Calling Plan II Customers can aggregate usage totals from inbound and outbound service usage when SNET America, Inc. d/b/a AT&T Long Distance 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.

(D)

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

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

3.9.4 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.

3.9.5 Customers that participate in other SNET America, Inc. d/b/a AT&T long Distance Optional Call Plans with a term requirement can upgrade to this call plan without penalty. Customer must sign a term Agreement in twelve-month 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.

3.9.6 The usage rates defined below are applicable to the components listed.

3.9.7 Reserved for Future Use

(T/D)

(D)

(D)

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

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

3.9.8 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

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.

(N)  
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(N)

(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

(C)  
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(C)

3.9.9 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 Business default rates in effect, upon completion of the current term.

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

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

3.9.10 Minimum/Maximum Rates

- (A) Monthly Minimum 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. (D)

Monthly Minimum	SWITCHED ACCESS			
	Initial 18 Seconds Minimum	Initial 18 Seconds Maximum	Each Add'l 6 Secs. Minimum	Each Add'l 6 Secs. Maximum
\$ 50.00	\$0.0156	\$0.0468	\$0.0052	\$0.0156
\$ 200.00	\$0.0153	\$0.0459	\$0.0051	\$0.0153
\$ 500.00	\$0.0150	\$0.0450	\$0.0050	\$0.0150
\$ 1,000.00	\$0.0147	\$0.0441	\$0.0049	\$0.0147
\$ 2,500.00	\$0.0144	\$0.0432	\$0.0048	\$0.0144
\$ 5,000.00	\$0.0141	\$0.0423	\$0.0047	\$0.0141
\$10,000.00	\$0.0138	\$0.0414	\$0.0046	\$0.0138
\$15,000.00	\$0.0135	\$0.0405	\$0.0045	\$0.0135
\$20,000.00	\$0.0132	\$0.0396	\$0.0044	\$0.0132



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

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

3.9.10 Minimum/Maximum 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. (D)

(1) Minimum Annual Commitment Option – 1 Year Term\*\*

Monthly Minimum	SWITCHED ACCESS			
	Initial 18 Seconds Minimum	Initial 18 Seconds Maximum	Each Add'l Sec. Minimum	Each Add'l Sec. Maximum
\$ 600.00	\$0.0141	\$0.0423	\$0.00079	\$0.00236
\$ 2,400.00	\$0.0138	\$0.0414	\$0.00077	\$0.00230
\$ 6,000.00	\$0.0135	\$0.0405	\$0.00075	\$0.00225
\$ 12,000.00	\$0.0132	\$0.0396	\$0.00074	\$0.00221
\$ 30,000.00	\$0.0129	\$0.0387	\$0.00072	\$0.00215
\$ 60,000.00	\$0.0126	\$0.0378	\$0.00070	\$0.00210
\$120,000.00	\$0.0123	\$0.0369	\$0.00069	\$0.00206
\$180,000.00	\$0.0120	\$0.0360	\$0.00067	\$0.00200
\$240,000.00	\$0.0117	\$0.0351	\$0.00065	\$0.00195

\*\*For Customers whose contract expired, please see Section 4.7.2(D).



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

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

3.9.10 Minimum/Maximum Rates, (Cont'd.)

(B) (Cont'd.)

(3) Minimum Annual Commitment Option – 3 Year Term\*\*

Monthly Minimum	SWITCHED ACCESS			
	Initial 18 Seconds Minimum	Initial 18 Seconds Maximum	Each Add'l Sec. Minimum	Each Add'l Sec. Maximum
\$ 600.00	\$0.0135	\$0.0405	\$0.00075	\$0.00225
\$ 2,400.00	\$0.0132	\$0.0396	\$0.00074	\$0.00221
\$ 6,000.00	\$0.0123	\$0.0369	\$0.00069	\$0.00206
\$ 12,000.00	\$0.0120	\$0.0360	\$0.00067	\$0.00200
\$ 30,000.00	\$0.0117	\$0.0351	\$0.00065	\$0.00195
\$ 60,000.00	\$0.0114	\$0.0342	\$0.00064	\$0.00191
\$120,000.00	\$0.0111	\$0.0333	\$0.00062	\$0.00185
\$180,000.00	\$0.0108	\$0.0324	\$0.00060	\$0.00180
\$240,000.00	\$0.0108	\$0.0324	\$0.00060	\$0.00180

(D)

\*\*For Customers whose contract expired, please see Section 3.9.10(B)(4).

(D)



SECTION 4 - GRANDFATHERED SERVICES

4.1 Reserved for future use

(T)

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SECTION 4 - GRANDFATHERED SERVICES

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SECTION 4 - GRANDFATHERED SERVICES

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SECTION 4 - GRANDFATHERED SERVICES

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