SNET America Inc. d/b/a SBC Long Distance East's Tennessee Tariff No. 3 replaces in its entirety SNET America Inc.'s Tennessee Tariff No. 2 currently on file

### TENNESSEE

### INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

SNET AMERICA, INC. d/b/a SBC Long Distance East

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by SNET America, Inc. d/b/a SBC Long Distance East within the State of Tennessee.

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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.

#### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF SECTION 1 - TECHNICAL 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 SBC 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.

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.

### 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.

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.

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

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

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

TRA - Tennessee Regulatory Authority.

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 Tennessee under terms of this tariff.

SNET America, Inc. d/b/a SBC Long Distance East installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. SNET America, Inc. d/b/a SBC Long Distance East 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 SNET America, Inc. d/b/a SBC Long Distance East 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.

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

#### 2.2 Limitations

- 2.2.1 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.
- 2.2.2 SNET America, Inc. d/b/a SBC Long Distance East reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 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.
- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by SNET America, Inc. d/b/a SBC 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.
- 2.2.5 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.
- 2.2.6 SNET America, Inc. d/b/a SBC 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.
- 2.3 Use

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

#### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.4 Liabilities of the Company

- 2.4.1 SNET America, Inc. d/b/a SBC Long Distance East's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 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

SNET America, Inc. d/b/a SBC Long Distance East does not collect deposits from its Customers.

2.6 Advance Payments

SNET America, Inc. d/b/a SBC Long Distance East does not collect advance payments from its Customers.

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.

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.

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 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 the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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

### 2.11 Cancellation by Customer

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

#### 2.12 Interconnection

Service furnished by SNET America, Inc. d/b/a SBC Long Distance East 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 SNET America, Inc. d/b/a SBC Long Distance East 's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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

#### 2.13 Refusal or Discontinuance by Company

- 2.13.1 SNET America, Inc. d/b/a SBC Long Distance East may refuse or discontinue service with proper notice to the Customer for any of the following reasons:
  - (a) For failure of the Customer to pay a bill for service when it is due.
  - (b) For failure of the Customer to meet the Company's deposit and credit requirements.
  - (c) For failure of the Customer to make proper application for service.
  - (d) For Customer's violation of any of the Company's rules on file with the Commission.
  - (e) For failure of the Customer to provide the Company reasonable access to its equipment and property.
  - (f) For Customer's breach of the contract for service between the Company and the Customer.
  - (g) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
  - (h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

- 2.13 Refusal or Discontinuance by Company, (Cont'd.)
  - 2.13.2 SNET America, Inc. d/b/a SBC Long Distance East may refuse or discontinue service without notice to the Customer for any of the following reasons:
    - (a) In the event of tampering with the Company's equipment.
    - (b) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
    - (c) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
    - (d) In the event of fraudulent use of the service.
- 2.14 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.

#### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.15 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.

2.16 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.

2.17 Cost of Collection and Repair

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

2.18 Reservation of 800 Numbers

The Company will make every effort to reserve 800 vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.19 Portability of 800 Numbers

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.

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

### 2.20 Third Party Blocking

The Company does not permit billing of Third Party Service Provider ("TPSP") charges on its Customers accounts. If and when the Company does offer to bill charges on behalf of TPSPs, the Company will update this section of the tariff with a Third Party Blocking Service and related regulations. For purposes of this tariff, a Third Party Service Provider or TPSP refers to a company other than the Customer's local exchange carrier and presubscribed intraLATA and interLATA carrier."

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

- 2.21 Renewal of Term Plan
  - 2.21.1 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.

- 2.21.2 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 underutilization 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.

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	COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF						
	SECTION 2 - RULES AND REGULATIONS, (CONT'D.)						
Renew	Renewal of Term Plan, (Cont'd.)						
2.21.2	Change	e in MAC	Z/Term Plan Commitment, (cont'd.)				
	(B)	Change	e In MAC and Change in Length of Term Plan, (continued)				
		(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				

signed by the Customer with new begin/end dates.

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

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#### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF SECTION 2 - RULES AND REGULATIONS (CONT'D)

Renewa	al of Ter	rm Plan,	(Cont'd.)	(N)		
2.21.2	Chang	Change in MAC/Term Plan Commitment, (cont'd.)				
	(B)	Chang	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 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)	Chang	ge 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.	       (N)		

#### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

#### 2.20.3 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.

#### 2.20.4 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.

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### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

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

#### 2.22 Ordering Under the American Recovery and Reinvestment Act (ARRA)

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

### SECTION 3 - DESCRIPTION OF SERVICE & RATES

### 3.1 General

SNET America, Inc. d/b/a SBC Long Distance East provides direct dialed (1+) and inbound "800" for<br/>communications originating and terminating within the State of Tennessee under terms of this tariff.(T/D)(D)

### 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.

### 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.

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- 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) minute.
- 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.

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

### 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 4:59 PM	DAYTIME RAT	<b>TE PERIOD</b>	OR PEAK	RATE PERIO	DD		
5:00 PM TO 10:59 PM	EVENING RAT	E PERIOD	OR OFF PE	AK RATE P	ERIOD		EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKE	END RATE	PERIOD OI	R OFF PEAK	RATE P	ERIOD	

\* 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.

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

#### 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 (D) calling and inbound AT&T Long Distance Toll Free<sup>SM</sup> Service are offered under this plan. (T/D)

Calls originate and terminate on Switched 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 & RATES, (CONT'D.)

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

### 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) \$17.50 until June 12, 2014 at which time the (T) MUC will increase to \$22.50. (T/I)

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:	<b>Additional Minute:</b>
Day	\$0.2400	\$0.2300
Evening	\$0.1800	\$0.1800
Night/Weekend	\$0.1500	\$0.1400

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

- 3.5 Plan A, (Cont'd.)
  - 3.5.3 Reserved for Future Use

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

#### 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 Tennessee. All 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 \$7.50 until June 12, 2012 at which time the (T) MUC will increase to \$12.50. (T/I)

If monthly outbound and/or inbound usage equals or exceeds the MUC in a (T) billing period, the MUC will not apply. If monthly outbound and/or inbound | usage in a billing period is less than the MUC, the MUC that will apply will be the difference between that month's usage and the MUC. (T)

Only one minimum usage charge will apply when a Customer subscribes to both MTS and AT&T Long Distance Toll Free<sup>SM</sup> Service.

.2 Per-Minute Usage Rate

	Initial Minute:	Additional Minute:
Day	\$0.2400	\$0.2300
Evening	\$0.1800	\$0.1800
Night/Weekend	\$0.1500	\$0.1400

(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.

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



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

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

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### 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

(A) Enhanced Routing Features<sup>1</sup>

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

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

Nonrecurring Charges:

Installation Service Change Command Routing Activation	\$	00.00 50.00 50.00
Monthly Recurring Charges:		
	<b>.</b>	0.00

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

<sup>&</sup>lt;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.

# 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)						
	(A)	Enhanc	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.						
		(i) Time of Day routing shall follow the national observance of daylight savings time.					
	<ul><li>(ii) The day may be divided into 15 minute increments, with up to 96 time interval per 24 hour period. All time intervals must begin on the quarter clock hour.</li></ul>		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.				
		(iii)	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.

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

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

3.5.5	AT&T	T Long Distance Toll Free <sup>SM</sup> Service – Optional Features (cont'd)	
	(A)	Enhanced Routing Features, (continued)	(T)

#### 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%.

### 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)	
	(A)	Enhanced Routing Features, (continued)	(T)
		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.	
		(i) The Customer may define up to 99 separate routing plans per 800 number.	

- (ii) Routing plans must be loaded in the Company's network before they are available for activation on command.
- (iii) The Customer must have a minimum of two routing plans to be able to utilize this feature.

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

### 3.6 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.

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 High Volume Calling Plan II Customers can aggregate usage totals from inbound and outbound service usage when SNET America, Inc. d/b/a SBC Long Distance East 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.

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

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

- 3.6.4 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.
- 3.6.5 Customers that participate in other SNET America, Inc. d/b/a SBC Long Distance East 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.
- 3.6.6 The usage rates defined below are applicable to the components listed.

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

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

- 3.6.7 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	

(D)

### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

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

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

- 3.6.7 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.

MAG	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

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

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

- 3.6.7 Usage Rates, (cont'd.)
  - (B) (continued)

(T/D) (D)

(D)

MAG	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

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

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

- 3.6.7 Usage Rates, (cont'd.)
  - (B) (continued)

- (T/D) (D)
- (D) (D)

**Switched Access** MAC Each 3 Year Initial Additional Term\*\* **18 Seconds** Second \$0.00183 600.00 \$0.0330 \$ \$0.0312 \$0.00173 \$ 2,400.00 \$ 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 \$0.00123 \$180,000.00 \$0.0222 \$240,000.00 \$0.0216 \$0.00120

3.6.8 Reserved for Future Use

(T/D)

(D) (D)

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

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

- 3.6.9 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) The Company will not charge an early termination fee and/or under utilization fee when a Customer cancels an existing term plan agreement with a MAC if at the same time: (a) the Customer signs a new term plan agreement or; (b) has an existing agreement for a functionally equivalent service from an Affiliate of the Company with a term that is equal to or longer than the remainder of the current term revenue commitment that is equal to or greater than the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan agreement that is being cancelled at the request of the Customer
- | | (N)

(N)

3.6.10 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 Business default rates below.

	Switched Access		
MAC	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	

SECTION 4 - MISCELLANEOUS SERVICES

### 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by the distance of the call, type of access, time of day, day of week and/or call duration. Customers are billed based on their use of SNET's long distance service. No installation charges or fixed monthly recurring charges apply.

Special access channels, if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local exchange telephone company and the Customer is responsible for payment of these charges to the local exchange telephone company.

### SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)

#### 4.2 Exemptions and Special Rates

#### 4.2.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

#### 4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. SNET America, Inc. d/b/a SBC Long Distance East will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

#### 4.2.3 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

### SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)

### 4.3 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

(I)

4.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable (I) return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Tennessee law.

### SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)

### 4.6 Directory Assistance

Directory Assistance is available to Customers of SNET America, Inc. d/b/a SBC Long Distance East's service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$1.25

**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 must be approved by the TRA 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.

SECTION 5 - PROMOTIONS, (CONT'D.)

#### 5.3 Customer Satisfaction Guarantee

New Customers of SNET America, Inc. d/b/a SBC 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 SBC 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 SBC 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.

#### 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 of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF SECTION 7 – GRANDFATHERED SERVICES

7.1 Reserved for future use



SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

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SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

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SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

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SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

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SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

### COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF SECTION 7 - GRANDFATHERED SERVICES, (CONT'D.)

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SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)

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