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A2.1 Application

A2.1.1 General Applications

The *rates, terms and conditions* specified herein are applicable to all communication services offered in this *Guidebook* by *AT&T*, hereinafter referred to as the Company. Additional *terms and conditions*, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this *Guidebook*.

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A2.2 Limitations And Use Of Service

A2.2.1 Use Of Subscriber's Services

A. Restricted To Authorized Users

The use of facilities is restricted to the subscriber and his authorized users, i.e., the subscriber's employees, agents or representatives, and members of the subscriber's domestic establishment except as follows:

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1. Exceptions to authorized users:
 - a. (DELETED)
 - b. Joint Users
 - c. Apartment House transient guests where the apartment house subscribes to measured or message rate service
 - d. Guests and patrons of hotels subscribing to message or measured rate service
 - e. Patients of hospitals
 - f. Members of clubs
 - g. Students living in quarters furnished by schools, colleges or universities
 - h. Transient public in connection with use of reservation service at airport terminals
 - i. Persons temporarily subleasing a subscriber's residential premises

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A2.2 Limitations And Use Of Service (Cont'd)

A2.2.1 Use Of Subscriber's Services (Cont'd)

A. (Cont'd)

1. Exceptions to authorized users: (Cont'd)

- j. Users of access line service for customer provided public telephones
- k. Sharing and Resale of Basic Local Exchange Service Subscribers as specified in Section A27. (T)
- l. Traffic Reports as described in *paragraph* A32.1.4.B may be requested for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the end user. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering is provided on a per-report basis and will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability. (T)

B. Limitations on Resale of Local Service

Service is intended only for communications in which the subscriber has a direct interest. Except as noted following, the service shall not be used for any purpose for which payment or other compensation shall be received by him from any other person, firm or corporation and the service shall not be used in the collection, transmission or delivery of any communication for others.

1. Exceptions to Limitations on Resale of Local Service

- a. This limitation shall not apply to a subscriber who is an authorized communications common carrier engaged in the public telegram message business, overseas data message service, or one who engages in the radio common carrier business, authorized cellular mobile service business, mobile service business, or radio paging business. (T)
 - b. Excepted also are subscribers to access line service for customer provided public telephones.
 - c. Excepted also are users of business measured rate service at hotels, motels, hospitals, and joint tenants subscribing to a reseller's service. Also message rate service users at hotels, motels and hospitals that existed prior to July 1, 1988, are also excepted.
 - d. Excepted also are Sharing and Resale of Basic Local Exchange Service as specified in Section A27. (T)
 - e. Excepted also are Enhanced Service Providers in the provision of Enhanced Service to their patrons. (T)
- C.** Subscribers who desire to provide access arrangements for the exclusive use of inmates served within the confines of penal, correctional, or mental institutions shall do so as specified in Section A7. (T)
- D.** In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- E.** No subscriber may use any service listed in any part of this General *Exchange Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable. (T)

A2.2.2 Establishment Of Identity

- A.** The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B.** The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

A2.2.3 Customer-Provided Terminal Equipment And Communications Systems

Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in Section A15.

A2. GENERAL TERMS AND CONDITIONS

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A2.2 Limitations And Use Of Service (Cont'd)

A2.2.4 Accessories Provided By The Subscriber

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this *Guidebook* are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

A2.2.5 Broadcast Of Recordings Of Conversations

The broadcasting of a recording of a conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of service, the recording is made in accordance with the *terms and conditions* governing connection with subscriber provided voice recording equipment as specified in this *Guidebook*.

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A2.2.6 Recorded Public Announcements

Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:

- A. For purposes of identification, subscribers to service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. (T)
- B. Subscribers transmitting factual public announcements such as Time, Stock Market quotations, Airline schedules and similar information are excluded from the preceding condition.
- C. Private numbers will not be furnished for use with recorded public announcements. (T)
- D. Failure to comply with the provisions of this *Guidebook* shall be cause for termination of the service. (T)

A2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

A2.2.8 Transmitting Messages

The Company will not 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. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company, except where the Company transmits messages for Telecommunications Devices for the Deaf (TDD).

Where the Company transmits messages through the Tennessee Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving, or delivering messages by telephone, TDD or any other instrumentality over the facilities of the Company, connecting utilities or through the Tennessee Relay Center, in the absence of gross negligence or willful misconduct.

A2.2.9 Unlawful Use Of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. The Company may discontinue service or refuse to furnish service when it has reasonable grounds to believe that such service is being used or will be used in violation of the law. Reasonable grounds may include but are not limited to an order, provided by law enforcement officials to the Company, from a court of competent jurisdiction in which the court finds that the service is being used or will be used in violation of the law and should be terminated.

A2. GENERAL TERMS AND CONDITIONS

A2.2 Limitations And Use Of Service (Cont'd)

A2.2.10 Cancellation Of Service For Cause

- A. The Company may either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:
1. Abandonment of the service.
 2. Failure of a subscriber to make suitable deposit as required by this Guidebook.
 3. Impersonation of another with fraudulent intent.
 4. Listening in on party line conversations.
 5. Non-payment of any sum due for exchange, long distance or other services. Service will not be denied or disconnected for an outstanding bill that is in dispute until such time that a resolution can be reached.
 6. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the service of others.
 7. Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
 8. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;
 9. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
 10. Any other violation of the Company's terms and conditions.
- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- C. The Company will send official written notification before the disconnection or denial of service.
- D. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this General Exchange Guidebook, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

A2.2.11 Misuse Of Directory Assistance Service

The Company may limit or refuse the use of directory assistance to obtain a subscriber's listed name, address or number for any purpose other than to facilitate the making of a call.

A2.2.12 Connections Of Other Common Carrier Provided Communications Systems

Communications systems provided by an Other Common Carrier hereafter referred to as the OCC, may be connected with the facilities furnished by the Company for exchange, long distance message telecommunications service, and wide area telecommunications service as specified in Section A15.

A2.2.13 Reserved For Future Use

A2.2.14 Billed Number Screening

Billed Number Screening will be furnished at the Company's option and upon agreement by the customer to control instances of fraud associated with billed to third party¹, and/or collect calls¹. This service may also be furnished in response to a customer request. (C)

Note 1: Effective March 19, 2016, Collect, Person to Person, Bill to a Third Number calls and Local Verification/Interruption Service are discontinued. (N)

A2. GENERAL TERMS AND CONDITIONS

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A2.2 Limitations And Use Of Service (Cont'd)

A2.2.16 Tennessee Relay Center Restrictions (Cont'd)

- A. The following calls may not be placed through the Tennessee Relay Center: (Cont'd)
 - 3. Calls to other informational recordings
 - 4. Station sent paid calls from pay telephones
 - 5. Operator handled conference service and other teleconference calls
- B. The following calls may be placed through the Tennessee Relay Center but are not subject to discounts:
 - 1. Calls to 976 and 900 numbers

A2. GENERAL TERMS AND CONDITIONS

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A2.3 Establishment And Furnishing Of Service (Cont'd)**A2.3.5 Application for Service**

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, *terms and conditions* from time to time in force and effect. (T)
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted for undisputed charges to the Company for service provided in Tennessee or in any other state in which the Company operates until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness. All *terms and conditions* as stated in *paragraph* A2.2.10 will apply. (T)
- C. If service is established and it is subsequently determined that either condition in *paragraph* A2.3.5.B exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness. (T)

A2. GENERAL TERMS AND CONDITIONS (T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.6 Application Of Rates For Business And Residence Service (Cont'd)

- D. If a subscriber's service changes from business service to residence service, the number must be changed. Reference of calls will not be provided regardless of how long the existing Directories will remain in effect. Service Charges, which apply for such changes, are quoted in Section A4. (T)
- E. Changes from residence to business service may be made without change in number, if the subscriber so desires. Service Charges, which apply for such changes, are quoted in Section A4. (T)
- F. Customers identifying themselves as amateur radio operators, licensed under Part 97 of the Federal Communications Commission (FCC) Rules and Regulations, will be charged business rates at business locales and residence rates at residence locales, as provided in *paragraphs* B and C. Although the FCC prohibits the transmission of business communications by an amateur radio station (Para. 97.110), this rule does not negate the application of the appropriate business or residence classification of access lines. (T)
- G. Local lines used for In-Classroom Computer Access Service will not carry a regular business or residence service rate but will have a special rate as defined in A3.32. (T)
- H. The Company shall provide all eligible telecommunications services at discounted rates to eligible schools and libraries as specified in the Tennessee Regulatory Authority's Order, issued on September 18, 1997, establishing intrastate discounts for schools and libraries pursuant to Section 254(h) of the Telecommunications Act of 1996 and FCC Order 97-157. The discounts shall be applied as set forth in the following discount matrix from the TRA's September 18, 1997 Order. (T)

Percent of Students Eligible	Discount Level		
	Schools in Category Estimated %	Urban Discount %	Rural Discount %
<1	3	20	25
1-19	31	40	50
20-34	19	50	60
35-49	15	60	70
50-74	16	80	80
75-100	16	90	90

- I. Customers who comply with the rules of the rural healthcare program and are eligible for benefits under this program, will receive these benefits as monthly credits on *Company* bills as prescribed by the rules of the FCC's designated rural healthcare program administrator under 47 U.S.C. 254(h) of the Telecommunications Act of 1996, 47 Code of Federal Regulation (CFR) Paragraph 54.601, et seq, and the Federal Communications Commission (FCC) Order 97-157. (T)
- J. Subscribers who wish to reduce the chance of an unauthorized change of their intraLATA and/or interLATA toll service provider (s) without their express written or verbal consent may request, at no charge, to have their preferred intraLATA and/or interLATA carrier selection frozen to their carrier of choice. These freezes shall be implemented or removed by one of the following three methods¹: (T)
 1. In written form by the use of a Letter of Agency (LOA) that must conform to applicable rules; or
 2. Verbally with a call between the subscriber and the Company; or
 3. Verbally with a three-way conference call between the Company, the subscriber, and the long distance carrier.

The Company will send the subscriber a confirmation letter when the Company places a freeze on the subscriber's account at the request of the subscriber. The Company does not guarantee that by placing a freeze on the subscriber's account that the preferred carrier cannot be changed without the subscriber's consent. The Company shall not be liable for any damages that may occur if the preferred carrier is changed without the subscriber's consent as long as the Company has fully complied with the requirements specified in this *Guidebook*.

Note 1: This offering in no way nullifies the carrier or reseller's responsibility to verify the service provider changes as outlined in applicable rules.

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.7 Transfer Of Service Between Subscribers

- A. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge terms and conditions, and may be arranged for in either of two ways:
 - 1. If the new subscriber, fully understanding the terms and conditions governing the service and the status of the account, willingly assumes all obligations thereunder. Future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for requested change in billing and listing. (T)
 - 2. If the new subscriber does not wish to assume payment of the old account a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.
- B. The number of the service being transferred may be continued for the new subscriber only after the former subscriber has given his consent and an arrangement acceptable to the Company is made to pay all charges, billed or unbilled, against the service.
- C. Private Branch Exchange Service may be transferred from one subscriber to another pursuant to the preceding terms and conditions and any other terms and conditions which may be specified in other guidebook sections relating to the service transferred. See Section A11., Private Branch Exchange Service and Section A100, Obsolete Service Offerings for additional terms and conditions.

A2.3.8 Initial Service Periods

- A. Unless otherwise specified, the initial service period for all services offered in this Guidebook is one month commencing with the date of installation of the service.
- B. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this Guidebook containing the service offered.
- C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

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A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.9 Floor Space, Electric Power And Operating At The Subscriber's Premises

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

A2.3.10 Provision And Ownership Of Equipment And Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this *Guidebook*, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities. (T)
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except with the consent of the Company.
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

A2.3.11 Provision And Ownership Of Directories

Directories distributed from time to time by the Company remain the property of the Company, and shall be surrendered upon request. Directories should not be mutilated or misused in any manner which impedes reference to essential service information or otherwise interferes with service. (T)

A2.3.12 Provision And Ownership Of Numbers

Numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business. (T)

A2.3.13 Maintenance And Repairs

- A. All ordinary expense of maintenance and repairs, unless otherwise specified in this *Guidebook*, is borne by the Company. (T)
- B. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations

Where new or additional service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the conditions involved.

Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of *Company* ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify *the Company* of this fact at the time its order for service is placed. *The Company* makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly. (T)

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations (Cont'd)

The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the equipment used must meet the technical requirements specified in IEEE Standards 487 and 1590 and the customer shall submit its proposed design and equipment specifications to *the Company* for *the Company's* approval prior to installation of *Company* service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of *the Company's* service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold *the Company*, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer.

The Company reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided.

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of new or additional service ordered from *the Company*.

A2.3.15 Work Performed Outside Regular Working Hours

The rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

A2.3.16 Suspension Of Business And Residence Service

A. General

1. Upon request, a subscriber to Business or Residence Service may arrange for the temporary suspension of such service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
2. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
3. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
4. In connection with complete suspension of service, Local or Long Distance Service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a station at which service is suspended may be referred to the call number of another station in the same or a distant exchange.
5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line mileage during the period of suspension. The charges for local exchange portions of foreign metropolitan area and foreign exchange services during the period of suspension are as provided in *paragraph* A2.3.16.A.2. During the period of suspension, no charge applies for the interexchange channel portion of these services.
7. In connection with service at a concession rate, the charge for service during the period of suspension is 50 percent of the rate regularly charged for service without concession, except in case the concession is 50 percent or more, then the charge during the period of suspension is the rate regularly charged for the concession service.
8. There is no reduction in the recurring charge for Back-Up Line during the period of suspension.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.16 Suspension Of Business And Residence Service (Cont'd)

B. Application of Charges

1. Main Station Service

The charge for basic exchange line service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged, except as provided in service-specific *guidebook* sections, as specified in *paragraphs* A2.3.16.A and A2.3.15.B 2. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4. (T)

2. The charge for basic exchange line service shall be 50 percent of the rate regularly charged except for emergency organizations that meet the following criteria:

- a. The primary mission of the organization is the preservation of life or property;
- b. The organization is government funded;
- c. The use of the suspended service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the subscriber.

The maximum number of suspendable main station lines at a customer's site will be limited to thirty (30) lines which can be suspended at no charge during the period of suspension.

3. Centrex Systems

- a. The charge for Centrex systems is 50 percent of the rates regularly charged except as modified in *paragraphs* b., c., d. and e. (T)
- b. The minimum charge for any 12 consecutive months shall not be less than three-fourths of the total charge for full service during the 12 month period, except for dormitory stations.
- c. The charge for each suspended Dormitory Centrex station is per month and not to exceed the service connection charge for each period of suspension.

(1) Suspended Dormitory Centrex Station

		Monthly	
		Rate	USOC
(a) Each		\$2.20	NA

d. In those cases where a portion of a Centrex system is suspended and application of the 50 percent rate and/or the dormitory station suspension rate results in a monthly amount lower than the minimum monthly charge described in Section A100, no credit is allowed toward fulfilling the initial service period.

e. Suspension charges are not applicable to Horizon, Centrex Intercommunication charges or subscribers who have elected the Two-Tier payment option.

4. ESSX-1 Systems

Suspension of service is not allowed.

A2.3.17 Termination Of Service

A. Termination of Service by the Company

- 1. Violation of any of the *terms and conditions* contained in this *Guidebook* on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service. (T)
- 2. When the service is terminated on the initiative of the Company because of violation of its *terms and conditions* by the subscriber, the *terms and conditions* stipulated below for termination of service at the subscriber's request apply. (T)
- 3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.17 Termination Of Service (Cont'd)

B. Termination of Service at the Subscriber's Request

Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

C. Termination Charge

1. A termination charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service period bears to the full Initial Service Period.

a. The Basic Termination Charge and the Initial Service Period are indicated in the section of this *Guidebook* covering the service items to which they apply. The Initial Service Period is shown in brackets following the amount of the Basic Termination Charge.

(T)

b. When a subscriber discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.

c. When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering, and providing the service; the termination charge in this event will not exceed the Basic Termination Charge.

d. When an order is cancelled after the installation of the required equipment and facilities but before service is established, termination charges shall be applied as if the service had actually been established.

e. When a service is moved to different premises, all remaining termination charges shall be applied on the service at the old location and the new location shall be treated as a new installation. If the service is relocated on the same premises, the move shall be handled on the preceding basis or, at the subscriber's option, he may pay actual cost of making the move.

f. The Basic Termination Charge in effect at the time the customer's service is established will be used to determine the termination charge.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)**A2.3.18 Ringer Limitations**

- A. Except as provided herein, one ringer is provided for each station and such ringer is located at the station. (T)
- B. The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual and two-party lines, to two per main station in the case of four-party lines.
- C. Ordinarily in connection with Individual Line, Party Line, ESSX-1 and Centrex Station Line Service, a ringer is permanently connected to the line. (T)

A2.3.19 Reserved For Future Use**A2.3.20 Reserved For Future Use**

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.21 Connections With Miscellaneous Common Carriers

A. Application

1. Service is available to and from customers of Miscellaneous Common Carriers through connecting facilities provided by the Company in accordance with the provisions set forth in *paragraphs* 2 through 5. (T)
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications services, the Company will, at the Miscellaneous Common Carrier's request, physically connect its facilities with those of the Miscellaneous Common Carrier for the purpose of interchanging intrastate traffic in connection with the Miscellaneous Common Carrier's Domestic Public Land Mobile Radio Services (as defined in Part 21 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:
 - a. **Two-Way Mobile Traffic**
The Company will connect its facilities between any exchange whose rate center is located in the Miscellaneous Common Carrier's Reliable Service Area (as defined in Part 21 of the FCC Rules) and the Miscellaneous Common Carrier's control point(s) in or serving that Reliable Service Area. (T)
 - b. **One-Way Signaling Traffic**
The Company will connect its facilities between any exchange within which a signaling receiver is served by the Miscellaneous Common Carrier's system and the Miscellaneous Common Carrier's control point(s) in or serving that system. (T)
3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area (as defined by Part 21 of the FCC Rules) to a landline telephone or mobile unit in another Reliable Service Area (as defined by Part 21 of the FCC Rules). (T)
4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the Miscellaneous Common Carrier for the purpose of connection and interchanging traffic are as set forth in various inter-carrier agreements between the Company and the Miscellaneous Common Carriers or in the *guidebooks* of the Company as appropriate. Where the state franchise area or state authorization of the Miscellaneous Common Carrier is different than the Reliable Service Area (as defined by Part 21 of the FCC Rules), the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization. (T)
5. The connection and interchange of traffic as set forth in *paragraphs* 1 through 4 does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service. (T)

A2.3.22 Reserved For Future Use

A2.3.23 Trouble Determination Charge

The Trouble Determination Charge is the charge which applies to Other Residence or Business service customers for each dispatch required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is on the customer's side of the demarcation point. This charge does not include any further isolation work beyond the demarcation point.

A2.3.24 Reserved For Future Use

A2.3.25 Reserved For Future Use

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.2 Deposits

- A. Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months' local service or the charge for the estimated toll messages during a like period, or both. If the Company does not have previous records of actual billing for a customer, the deposit shall be based on the average of two months' billing for all new customers in the area. This two months' average will exclude connection charges and partial month's billing. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- B. In addition to such deposit, any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired, may also be required to deposit a further sum up to an amount equal to:
 - 1. The applicable basic termination charge for any service furnished the subscriber, and/or
 - 2. The total charges which would be due for the applicable minimum service period for any service furnished the subscriber.
- C. Such additional deposit shall be reviewed annually and a partial refund shall be made to the subscriber in an amount equal to the difference between the amount on deposit and the amount then required to cover the unexpired portion of the basic termination charge and/or minimum service period. Upon discontinuance of the service, such additional deposit may be applied in payment of any and all amounts accruing for service.
- D. Interest at the rate of 6 percent per annum is allowed to the subscriber during the continuance of the deposit. If held until discontinuance of service, such deposit and accrued interest, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.
- E. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company. (T)
- F. **(DELETED)** (D)

A2. GENERAL TERMS AND CONDITIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service

- A. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber. If the subscriber does not pay or dispute the bill by the due date, the Company may send out a late notice and consider the account for disconnection of service(s). If the subscriber disputes a bill, the Company will investigate the bill and take appropriate action.
- B. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service and additional local message charges or billed local usage. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
- C. Late Payment Charge
 - 1. A late payment charge of two percent (2%) will apply to each residence subscriber's bill with a balance greater than \$5.00, and up to three percent (3%) for business customers may be charged for BellSouth regulated services. A late payment charge of up to two percent (2%) will apply to each residence subscriber's bill with a balance greater than \$5.00, and up to three percent (3%) for business customers may be applied to charges for regulated services provided by a third party, provided:
 - a. The Company has given notice to customers; or
 - b. The contract between the customer and the particular third party provides for the late fee; or
 - c. A valid guidebook exists permitting the particular third party to charge the late fee.
 - 2. A different late fee may apply to charges for unregulated services at the rate as provided by the terms of service for these unregulated services, but not to exceed the rate for regulated service.
 - 3. Late payment charges will be applied to the unpaid balance of each subscriber's bill when the previous month's bill has not been paid in full prior to the next billing date.
 - 4. Nonpayment of a late payment charge shall not be the sole cause for denial or termination of a customer's local exchange service.
 - 5. This late payment charge will not apply to:
 - (DELETED) (D)
 - a. Specific charges disputed or contested by the customer, including any applicable taxes, fees or charges directly related to the disputed amount; (T)
 - b. Charges for prepaid services, except to the extent that the charges for such services remain unpaid on the following bill date; (T)
 - c. Charges for which the customer has had less than 21 days to pay (subject to notification by the customer); and (T)
 - d. Previous unpaid late payment charges. (T)
 - 6. Charges for payments that are overdue on state government accounts will be applied consistent with the applicable state statutes.
- D. Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge applicable for restoration of service as provided in Section A4.
- E. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- F. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise disconnected, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any such or other charges due and unpaid or for the violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service (Cont'd)

- G. An administrative charge will be applied by the Company whenever a check or bank draft presented for payment for service is not accepted by the institution on which it is written.
 - 1. Returned check/bank draft

	Rate	USOC
(a) Each	\$30.00	NA

- H. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the service charges, as specified in Section A4, plus interest over the respective period of the agreement. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgement of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length. (T)
- I. Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments.

A2.4.4 Allowance For Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continued in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this *Guidebook*. For the purpose of administering this, every month is considered to have thirty days. (T)

A2.4.5 Reserved For Future Use

A2.4.6 Reserved For Future Use

A2.4.7 Reserved For Future Use

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan

A. General

1. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for service over one of several optional payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period e.g., the monthly rate for a short period is greater than that for a long period.
2. The only payment period for software (versions) is the one-month period, except where other terms are specified in service *guidebooks*. (T)
3. The minimum period is one month, unless otherwise specified in service *guidebooks*. (T)
4. During the effective term of a customer-selected optional payment period, the monthly rate is not subject to Company-initiated change for payment periods longer than one month.
5. Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook*. (T)

B. Definitions

ADDITION

Provision of supplementary equipment to a customer's installed system up to the capacity of the system; addition of equipment not classified as an upgrade.

CONVERSION

Removal of a customer's installed system and replacement with a different system, under terms specified in service *guidebooks*. (T)

DOWNGRADE

Guidebook-enumerated changes to an installed system generally resulting in a decrease in capacity, capability and/or a lower monthly charge. (T)

EXTENSION

A *Guidebook*-enumerated period of time over which the customer agrees to pay a specified rate for a service upgrade. (T)

LICENSE FEE

A monthly recurring charge, the payment of which gives a customer license to use an identified software service.

MINOR EQUIPMENT MODIFICATIONS

Alterations to an item or items of service installed, as specified in service *guidebooks*. (T)

PAYMENT PERIOD

A period of time selected by the customer from among those currently offered by the Company, over which the customer agrees to pay a specified rate for a service.

REARRANGEMENT AND CHANGE OF SERVICE

Relocation of installed cables, wires or other equipment, or substitution with new facilities or equipment made at the customer's request.

RELEASE

The modified software that is provided for installation on an existing system at Company initiative to correct a deficiency.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

B. Definitions (Cont'd)

REMOVAL

Deletion of equipment or service from a customer's installed system.

RENEWAL

A commitment by the customer to retain the service for an additional payment period currently offered by the Company.

UPGRADE

A *guidebook*-enumerated enhancement to an installed system by a major addition or substitution, generally resulting in a higher monthly charge. (T)

VERSION

A separate software program or group of programs that is referenced by a distinguishing code (numeric, alphabetic or alphanumeric). The version may be industry- or customer-specific in application, or it may provide functional enhancements to previously released software versions.

C. Application of Rates and Charges

1. The monthly rate applicable at the time a customer subscribes to a service under the Variable Term Payment Plan is not subject to Company-initiated change during any optional payment period longer than one month.

2. Installation, service establishment, Service Charges and any other nonrecurring charges are to be paid in full at the time of installation.

3. Move charges will apply for customer-requested relocation of an installed service from one premises to another or within the same premises.

4. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in the service *guidebooks*. The *guidebook* provisions concerning termination liability shall be inapplicable to any state, county or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: (T)

a. a statute;

b. an ordinance;

c. a policy directive; or

d. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the *guidebook* shall apply. (T)

5. A Secondary Service Charge will not apply when a customer, upon expiration of his selected payment plan, reverts at the instance of the Company to current rates for the month to month option. A Secondary Service Charge will apply when a customer, prior to or at the expiration of his selected payment period, re-subscribes to a payment plan or reverts at his request to the month to month option.¹ (T)

6. Recurring rates and installation, termination, service establishment, service order, and other nonrecurring charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan, and filed elsewhere in this *Guidebook*. (T)

Note 1: This change results from the restructure of Section A4. and is to be implemented on May 9, 1995.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

D. Maintenance

1. Hardware Equipment maintenance will be provided by the Company without additional charge for the entire term selected by the customer.
2. Software Standard maintenance will be provided by the Company without additional charge, contingent on the terms and conditions specified in the service *guidebooks*.

(T)

E. Additions to Existing Systems

1. Additions can be made to an existing system at the customer's option, and the payment of rates and charges in the currently effective *guidebooks* for such service will be applied.
2. At the customer's option, unless otherwise specified in the service *guidebook*, additions may be paid for over the remainder of the existing system's payment period, and be added onto the existing agreement, providing at least 30 days remain in the customer's existing payment period. The addition and installed system payment periods will then have a common expiration date. The charge(s) for the addition(s) will be the current filed rate(s) for the equipment for the same payment period as the installed system's existing payment period. If the installed system's payment period is not in the current *guidebook*, the rate charged for the addition will be that of the next shorter filed payment period.

(T)

If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period.

3. For service added subsequently the customer may also select, from those currently available in the *guidebook*, a different payment period of equal or shorter length than the time remaining in the period selected for the existing installed service at the current rates for the selected period. The additions may then have a different expiration date than the existing installed service.

(T)

When the addition and the existing installed service's expiration dates differ, the customer must select a new payment period for the addition (at the time of its expiration) according to the terms and conditions stated in *paragraph 2*, or in this section.

(T)

4. Coterminous additions to upgraded service will be charged at the current rates for the payment period equal to the installed service's existing payment period, excluding any extension period. The charges will be applicable for the remainder of the existing payment period, including any extension period.

Additions to upgraded services may also be ordered for payment periods shorter than or equal to the payment period existing prior to the addition at the current rates for the selected period.

5. Termination charges for premature disconnection of the added service will apply for service agreements longer than one month.
6. Additions are exempt from Company-initiated rate changes for all payment periods longer than one month.
7. Installation, Service Charges, service establishment and any other nonrecurring charges, as specified in the service *guidebooks*, will apply to the added service.

(T)

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

F. Upgrades

1. Allowable upgrades to services offered by the Company are specified in the individual *guidebooks* currently in effect for offerings under the Variable Term Payment Plan. (T)
2. A customer who elects to upgrade an installed service during the service's existing payment period will have that payment period extended by an amount of time related to the particular upgrade as specified in the service *guidebook*. The upgraded service will then have a new expiration date. (T)
3. Additions made at the time a service is upgraded may, at the customer's request be paid over the existing (including extension) payment period unless otherwise specified in service *guidebooks*. (T)
The rates for added service will be those for a time period equivalent to that of the payment period prior to the upgrade. If the payment period for the customer's current payment period has been discontinued at the time of the upgrade, the new service will be billed at rates applicable for the next shorter payment period in the current *guidebook*. The total rates charged for the upgraded service over the extended payment period will be the current rates for any new service plus the rates already being billed for service installed before the upgrade and continuing in service. (T)
4. When new service is not added to the existing (excluding extension) payment period, the customer must choose a currently available payment period of equal or shorter length than the time remaining in the current (excluding extension) payment period. Current rates would apply for the selected payment period for the new service, and rates already being billed prior to the upgrade would be charged for service previously installed and continuing in service. The new service may then have a different expiration date than the installed service. (T)
When the new service and the existing service's expiration dates differ, the customer must select a new payment period for the service added (at the time of expiration) in upgrading the system according to the terms and conditions stated in *paragraph 3*, or in this section.
5. A customer on the one-month payment period may elect to upgrade; however, the payment period will not be extended.
6. The new service is exempt from Company-initiated rate changes for all payment periods longer than one month.
7. Termination charges will apply to service disconnected prior to expiration for all payment periods longer than one month.
8. Installation, Service Charges, service establishment and other nonrecurring charges, as specified in the service *guidebook*, will apply to any new service. (T)

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

G. Conversions

1. Conversions to installed services are specified in service *guidebooks* currently in effect for offerings under the Variable Term Payment Plan. (T)
2. The service agreement for a currently installed service terminates when conversion occurs.
3. The customer must select a currently available payment period for the new service. The current rates for the chosen period would apply to any new service as well as to any remaining service from that previously installed.
4. Termination charges will apply to all service removed prior to expiration of the selected payment period. Termination charges will not apply to any service remaining at the customer's premises for use with the new service provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period.
5. Installation, service establishment, Service Charges and other nonrecurring charges, as specified in service *guidebooks*, will apply for the newly installed service. Nonrecurring charges will not apply to service remaining at the customer's premises. (T)

H. Removals

1. Removal of service for which the current payment is longer than one month will not affect the expiration date of the remaining service.
 - a. Removal of service that is unique or identifiable by a code will be recognized through application of a termination charge for that specific unit.
 - b. Removal of service that is not unique or identifiable by a code, where two or more units of the same type of service are provided to the customer's premises, will be recognized through the following provisions:
 - (1) The specific service(s) no longer desired by the customer will be removed.
 - (2) The lowest termination charge for the type of service removed will apply.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

I. Downgrades

1. Allowable downgrades for installed services are specified in service *guidebooks*. (T)
2. A customer has the option to place any new service on a coterminous payment period at the time of the downgrade, unless otherwise specified in the service *guidebook*. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for service remaining at the customer's premises after the downgrade will not be affected. (T)
3. When a coterminous payment period is not chosen, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining to the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new service may then have a different expiration date from the service which remained after downgrading. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time when service was downgraded according to the terms and conditions in *paragraph 2*. (T)
4. Termination charges do not apply for existing service which becomes part of the downgraded service. Termination charges do apply for service removed in downgrading.
5. Installation, Service Charges, service establishment, and other nonrecurring charges will apply to any new service which must be added new to existing service being downgraded, as enumerated in service *guidebooks*. (T)

J. Releases

1. New releases of software will be offered to a customer on Company initiative at no additional charge and will include corrections to software deficiencies.
2. No charges apply to any central office hardware changes necessitated by a new release.

K. Versions

1. Termination charges do not apply for the removal or deletion of software versions, unless otherwise specified in service *guidebooks*. (T)
2. A new version may result in a higher monthly charge.
3. All version replacements requiring central office hardware changes will be *guidebook*-enumerated, under specific service headings. (T)
4. Appropriate charges will apply for central office hardware changes resulting from version changes, as specified in *paragraphs C., E.5., E.7., F.7., F.8., G.4., and G.5., and elsewhere in this Guidebook*. (T)

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

L. Moves and Rearrangements of Service

1. Moves of Service (Lapse-in-Service)

a. Within *AT&T* Tennessee

- (1) The customer may arrange to have service moved within the same premises or to different premises leased or owned by the customer on a lapse-in-service basis at charges based on estimated costs without interruption or change of Variable Term payments. (T)
- (2) Nonrecurring charges as specified in the *guidebook* for services covered by the Variable Term Payment Plan will not be applicable. Service Charges for the Exchange Telephone Services and other connecting services will be applicable at the new location. (T)
- (3) Billing for the original location will apply through the date service is disconnected. The first bill rendered after service is re-established will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment period will be unaffected. (T)
- (4) Complete arrangements or services must be moved in lieu of individual components, where components are dependent on host units for operation, unless otherwise specified in service *publications*. Where components operate independently and are covered by individual *guidebook* charges, the customer may select units to be moved and units to be terminated from the agreement, subject to any restrictions(s) in service *tariffs*. (T)
- (5) Transfer of service between two customers within four months of a lapse-in-service move is not permitted. (T)

b. Between Exchanges of *AT&T* Tennessee and Bell Operating Companies in other States

Customer requests for lapse-in-service moves between exchanges of a Company in different states or between exchanges of two Bell Operating Companies in the same or different states will be provided under the same conditions as described in a. preceding, except as follows:

- (1) Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective on the next day.
The rates in the new location will be those in effect for new customers. Rate stability against Company initiated changes shall be provided at the new rates for the remainder of the customer's payment period.
The first bill rendered after service is re-established will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment periods will be unaffected. (T)
- (2) Tariffs *and/or Guidebooks* for the same service and payment periods must exist in both states, or Companies at the time of the move. If tariffs *and/or Guidebooks* exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Company. The new period must be of an equal or *greater* length than the time remaining in the current selected period, subject to the conditions covered in *paragraph N.*, "Requests for Changes in Length of Optional Payment Periods". (T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

L. Moves and Rearrangements of Service

1. Moves of Service (Lapse-in-Service)

a. Within *the Company* in Tennessee

(T)

(1) The customer may arrange to have service moved within the same premises or to different premises leased or owned by the customer on a lapse-in-service basis at charges based on estimated costs without interruption or change of Variable Term payments.

(2) Nonrecurring charges as specified in the *guidebook* for services covered by the Variable Term Payment Plan will not be applicable. Service Charges for the Exchange Services and other connecting services will be applicable at the new location.

(T)

(3) Billing for the original location will apply through the date service is disconnected. The first bill rendered after service is re-established will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment period will be unaffected.

(4) Complete arrangements or services must be moved in lieu of individual components, where components are dependent on host units for operation, unless otherwise specified in service *guidebooks*. Where components operate independently and are covered by individual charges, the customer may select units to be moved and units to be terminated from the agreement, subject to any restrictions(s) in service *guidebooks*.

(T)

(5) Transfer of service between two customers within four months of a lapse-in-service move is not permitted.

b. Between Exchanges of *the Company* in Tennessee and *of the Company* in other States

(T)

Customer requests for lapse-in-service moves between exchanges of a Company in different states or between exchanges of two *AT&T* Operating Companies in the same or different states will be provided under the same conditions as described in *paragraph a.*, except as follows:

(T)

(1) Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective on the next day.

The rates in the new location will be those in effect for new customers. Rate stability against Company initiated changes shall be provided at the new rates for the remainder of the customer's payment period.

The first bill rendered after service is re-established will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment periods will be unaffected.

(2) *Guidebooks* for the same service and payment periods must exist in both states or Companies at the time of the move. If *guidebooks* exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Company. The new period must be of an equal or longer length than the time remaining in the current selected period, subject to the conditions covered in *paragraph N.*, "Requests for Changes in Length of Optional Payment Periods".

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

N. Requests for Changes in Length of Optional Payment Period

Subsequent to the establishment of service for an item furnished under a Variable Term Payment Plan period and prior to the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
2. The new payment period begins with the date requested.
3. No termination charge applies for the former payment period provided the customer selects a new payment period equal to or longer than the time remaining under the system's/item's former payment period. Otherwise, a termination charge applies for the former payment period.
4. A Service Charge will not apply.
5. The new payment period, selected by the customer for a new item of service must be shorter than the time remaining in the service's existing payment period.

O. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the current payment period, any period available under the VTPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the payment period.
2. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in service *guidebooks*. If the customer has no additional service commitment and, upon termination, the service will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments. (T)
3. If the customer does not elect an additional payment period and does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the one-month payment period under the terms described in *paragraph 2*. (T)
4. If the expiration date for any service differs from the installed service's existing expiration date, the customer must choose a new payment period for the item (at the time of expiration) according to the terms and conditions as specified in *paragraphs E.3., E.4., F.3., F.4., I.2., I.3., and N*. (T)

The Company may discontinue or change any or all renewal options.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.8 Variable Term Payment Plan (Cont'd)

P. Transfer of Service

Service may be transferred to a new customer at the same location, except as prohibited in *paragraph* L.1.a.(5), upon prior written concurrence by the Company and payment of a transfer charge by the new customer as specified in service *guidebooks*. The new customer will be subject to all provisions currently reflected in the service agreement.

(T)

Q. Concession Service

Service furnished under the Variable Term Payment Plan is not eligible for discount in accord with provisions for concession service specified elsewhere in this *Guidebook*.

(T)

R. Failure of Service

In the event that a failure of service is of greater than 24 hours' duration, the Company's liability will be limited to a credit adjustment of monthly billing for the time "out-of-service," prorated on a per diem basis. A 30-day month will be assumed for purpose of proration. The expiration date of the payment period remains unchanged.

A2.4.9 Reserved For Future Use

A2.4.10 Payment Plans And Options For Contract Services

A. General

1. The *terms and conditions* specified herein are applicable to specific services as indicated in each service's respective section of this *Guidebook*. (T)
2. Services furnished under the Payment Plans for Contract Services (PPCS) are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as noted herein. (T)
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period. Payment periods for services provided under PPCS will be described in the services' specific *Guidebook* section. The following is an example of payment periods offered. (T)
 - a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
 - b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
 - c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months.

B. Application of Rates and Charges

1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases, however decreases for any rate element will automatically flow through to the customer. Effective with this *Guidebook*, customers under a PPCS arrangement will be billed the lower of their existing PPCS rates or the current PPCS rates for their service arrangement. (T)
2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes to the payment period.
3. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are filed elsewhere in this *Guidebook*. (T)
4. Customer requests for inside moves of service will not affect the contract period.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

- B. Application of Rates and Charges (Cont'd)**
5. A change in jurisdiction will not constitute a disconnect of service provided the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A, or equals/exceeds the remaining service period, whichever is greater, and provided the new PPCS arrangement is for the same customer at the same location for the same capacity service.
- C. Termination Liability Charge**
1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *Guidebook*. (T)
- D. Additions**
1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in *paragraph B*. (T)
 2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in *paragraph E*. (T)
- E. Disconnects**
1. When a service or rate element, included under a PPCS arrangement, is terminated without cause prior to expiration of the term plan, a termination liability charge will apply. Unless the *guidebook* provisions governing a particular service provide otherwise, for term plans entered into on or after April 3, 2001, this termination liability charge will not exceed the lesser of: (T)
 - a. The sum of repayments of discounts received during the previous twelve (12) months of service, the repayment of the prorated amount of any discounted or waived non-recurring charges, and the prorated amount of any documented contract preparation, implementation or tracking charges; or
 - b. Six (6%) percent of the total term plan amount if the term plan is four (4) years or less; or twenty-four (24%) percent of the average annual revenues of the term plan if the term plan is longer than four (4) years. Term plan revenue is the total revenue billable under the term plan entered into by the customer. Average annual revenue is the aggregate revenue billable under the term plan divided by the number of years in the term plan. (T)
 2. Termination liability charges for an individual service may exceed the levels specified in this *Guidebook* if and when the unrecovered portion, if any, of the customer specific costs incurred to provide such service exceeds the levels specified in this *Guidebook*. (T)
 3. When a service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction, Termination Liability Charges will not apply when: (T)
 - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - the service orders are for the same customer at the same location.

A2.GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.10 Payment Plans and Options for Contract Services (Cont'd)

- F. Moves of Equipment
1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *Guidebooks* are applicable. This type movement will not affect the contract period. (T)
 2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in *paragraph M*. (T)
- G. Requests for Changes in Length of Optional Payment Period
1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
 - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.
 - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) A termination charge applies for the remaining portion of former payment period. (M)
 - (4) Nonrecurring charges will not be reapplied. (M)
 - (5) A service charge will not apply. (M)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

(M)

(M)

(M)

H. Renewal Options

1. The customer has the following renewal options:
 - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this *Guidebook*. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments. (T)
 - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in *paragraph b*. (T)
- (DELETED) (D)
2. Service connection charges are not applicable for services renewed under the PPCS. Any new rate elements added at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options.
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.
6. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a PPCS arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

A2. GENERAL TERMS AND CONDITIONS (T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

I. Transfer of Service

1. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this *Guidebook*. This does not constitute a disconnect of service or a discontinuance of an existing PPCS arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this *Guidebook* also apply under PPCS. (T)

J. Deferred Payment

1. Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in the *Guidebook* for the contracted service as well as the conditions following: (T)
 - a. The charges to be deferred must be the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest). (T)
 - b. The payment period must be longer than one month.
 - c. The minimum amount deferrable shall be the minimum amount set forth in the specific *guidebook* for the contracted service. (T)
 - d. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.
 - e. The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.
 - f. All deferred charges must be paid in full when the customer:
 - (1) Disconnects service, for the system or service prior to expiration of the deferral period.
 - (2) Fails to pay a monthly amount within thirty days of its due date.
 - g. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

K. Prepayment

The customer may prepay the total outstanding recurring monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

1. Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.
2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the *Guidebook* for the contracted service. (T)
4. Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

A2. GENERAL TERMS AND CONDITIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans And Options For Contract Services (Cont'd)

L. Exception To Termination Liability For State, County, And Municipal Governments
(See *paragraph* A2.4.8.)

M. Moves of Service(s) under PPCS

Termination Liability Charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

1. The original and new premises locations must be in Company territory within the same state.
2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
3. No lapse in billing will occur for moves of service under PPCS.
4. Orders to disconnect the existing service and reestablish it at the new location must be related.
5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
6. Any additions made at the new location will be treated as coterminous additions in accordance with *paragraph* D.
7. All *terms, conditions* and charges for changes made to the service coincident to the move shall apply.
8. All appropriate nonrecurring charges for moves of service as specified in this *Guidebook* will apply.
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate *service publication* which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

A2.4.11 Economic Waiver Exception to Termination Liability for Business Customers

The Company will waive early-termination liability charges associated with a Local Exchange Term Election Agreement plan, program, or promotion for business customers who voluntarily and in good faith file bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, 11 U.S.C. Sections 101-1330. This exception is a one-time waiver. To qualify for this waiver, subscriber must present a copy of the Chapter 7 Bankruptcy filing to *the Company*, must disconnect all their local exchange service as a result of going out of business, and must have had an existing local exchange Term Election Agreement in effect for at least six (6) months. This exception only applies to disconnects and bankruptcy filings after September 16, 2005. This waiver does not apply to product contracts, Letters of Election, Contract Service Arrangements, or Special Assembly. Subscriber may not have any other outstanding amounts due except the termination liability.

A2.4.12 Residential Term Plans

When a residential customer terminates a term plan agreement without cause after the first thirty (30) days of the contract period but prior to the expiration of the term plan agreement, a termination charge will apply. The termination charge for a residential term plan will not exceed two months of the total billed revenue of the services under the plan unless the *guidebook* provisions governing a particular service provide otherwise. A termination charge will not apply if:

1. The customer cancels the services set forth in the term plan agreement within the first thirty (30) days of the contract period.
2. The customer maintains local service with *the Company*.

A2.5 Liability Of The Company

A2.5.1 Service Irregularities

The Company's liability, if any, for its willful misconduct is not limited by this *Guidebook*. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this *Guidebook* as an allowance for interruptions.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability Of The Company (Cont'd)

A2.5.2 Use Of Facilities Of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

A2.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the subscriber or subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

A2.5.4 Defacement Of Premises

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

A2.5.5 Period For The Presentation Of Claims

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

A2.5.6 Equipment In Explosive Atmosphere

- A. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

A2.5.7 Performance Of Telecommunications Network

Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling in the furnishing of exchange telecommunications service shall be performed by equipment furnished, installed and maintained by the Company.

A2.5.8 Use Of Customer-Provided Equipment

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitations:

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company,
 1. caused by customer-provided equipment; or
 2. not prevented by customer-provided equipment but which would have been prevented had the customer-provided equipment been properly designed, manufactured and installed.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.6 Reserved For Future Use

A2.7 Obligation Of The Company

A2.7.1 Obligation To Furnish Service

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

A2.8 Reserved For Future Use

A2.9 Reserved For Future Use

A2.10 Special Promotions

Terms and Conditions

The Company may offer special promotions of new or existing services or products. Subject to the availability of products, services and facilities, promotions will be available on a completely nondiscriminatory basis to all subscribers meeting the eligibility criteria for each promotion within the classification of service and area for which the promotion is available. Each subscriber meeting the eligibility criteria will have an equal opportunity for participation. Notification will include the time period during which the promotion will be conducted as well as the terms and conditions of the promotion.

(T)

A2.11 Trademarks and Service Marks Protection

A2.11.1 Use of Trademarks and Servicemarks

Trademarks and Service Marks owned by AT&T Intellectual Property may not be used by any entity concurring in or providing services pursuant to this *Guidebook* except under an express written license agreement with AT&T Intellectual Property.

(T)

A2.12 Reserved For Future Use

A2.13 Customer Premises Inside Wire

A2.13.1 Customer Premises Inside Wire

A. General Provisions

1. Customer premises inside wire is defined as that wire, including connectors, blocks, and jacks, located on the customer's side of the demarcation point.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.13 Customer Premises Inside Wire (Cont'd)

A2.13.1 Customer Premises Inside Wire (Cont'd)

A. General Provisions (Cont'd)

3. Customer premises inside wire provided by the customer may be connected to Simple Residence and Simple Business Individual or Party Line Service furnished by the Company at any point on the customer's side of the demarcation point. Simple Residence and Simple Business are defined as Individual Basic Exchange Service which do not terminate in a subscriber's communications system. Service terminating in a subscriber's communications system, such as Key or PBX, is defined as Complex.
4. The typical Network Interface for the connection of customer premises inside wire consists of a miniature modular standard jack equivalent and is provided as a part of the Exchange Access Line. Other specifically requested Network Interface Jacks are billable subject to the charges in Section A14. A Network Interface will be installed on the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the Network Interface is at the point of minimum penetration on the customer's premises (see *paragraph* A15.1.1.B.4.). This would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, whenever practicable. (T)
5. The Network Interface is provided to allow the modular connection of premises inside wire to the Access Line. The Network Interface is not to be routinely considered as a jack for the connection of equipment to the Access Line except for normal testing purposes. (T)
6. Connection of customer premises inside wiring and terminal equipment to the Company network may be made through a Network Interface jack conforming to FCC Part 68 rules or by direct attachment to Company-provided wiring at any point on the customer's side of the demarcation point.
7. The customer is prohibited from connecting premises wiring to the protector.
8. The Network Interface for marine and recreational vehicles is a standard weatherproof jack (USOC RJ15C or equivalent). This jack will be provided at the Network Interface Jack Rate specified in Section A14, in addition to the appropriate Service Charges as specified in Section A4. (T)
9. The rates and charges for the Exchange Access Line do not include the Company maintenance of customer premises inside wire and/or jacks.
10. The Company owned inside wiring and/or jacks maintained by the customer remains the property of the Company.

B. Responsibility Of The Customer

1. In the event that the customer provides, maintains, or attempts to maintain inside wire and/or jacks, the customer assumes the risk of loss of service, damage to property or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire provision or maintenance activity.
2. Where customer premises inside wire and/or jacks are maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.
3. In those instances where the Company makes a visit to the customer's premises and the service difficulty or trouble results from customer-provided or maintained inside wire and/or jacks that are not installed in accordance with the technical standards for such inside wire and jacks, Other Residence or Business Service Customers will be subject to charges outlined in A4.8.

C. Incidence Of Harm

1. Should terminal equipment, inside wiring, plugs and jacks, or protective circuitry cause harm to the Company network, or, should the Company reasonably determine that such harm is imminent, the Company shall, where practicable, notify the customer that temporary discontinuance of service may be required; however, wherever prior notice is not practicable, the Company may temporarily discontinue service forthwith, if such action is reasonable under the circumstances.

A2. GENERAL TERMS AND CONDITIONS

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A2.13 Customer Premises Inside Wire (Cont'd)

A2.13.1 Customer Premises Inside Wire (Cont'd)

- C. Incidence Of Harm (Cont'd)
 - 2. In case of such temporary discontinuance, the Company shall (a) promptly notify the customer of such temporary discontinuance, (b) afford the customer the opportunity to correct the situation which gave rise to the temporary discontinuance and (c) inform the customer of his right to bring a complaint to the Federal Communications Commission (FCC) pursuant to the procedures set forth in the FCC Part 68 rules, Subpart E.

A2.14 Customer Agents

A2.14.1 General

- A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

A2.14.2 Responsibility of the Agent

- A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.
- B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all *terms and conditions* in this section, applicable to the transaction or to the service or equipment to which the transaction pertains.

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A2. GENERAL TERMS AND CONDITIONS

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A2.14 Customer Agents (Cont'd)

A2.14.3 Warranty and Liability of the Agent

- A. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses, or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

A2.14.4 Proof of Authority

- A. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

A2.15 Reserved for Future Use

A2.16 Checks for Unauthorized Devices

A2.16.1 General

- A. At the subscriber's request, the Company shall check the subscriber's line for the presence of unauthorized listening or recording devices attached to the line for the purpose of listening to or recording the subscriber's communications without permission. This will involve testing the line for an electrical fault between the central office and the Network Interface. The absence of an electrical fault will not necessarily mean that there is no unauthorized device on the line. It is possible that advanced technological devices might not be detectable by the Company's test.
- B. Upon receipt of the subscriber's request, the Company will test the line between the central office and the Network Interface to determine if an electrical fault is present. If no electrical fault is detected, the Company shall notify the subscriber that no trouble was found.
- C. If an electrical fault is detected during the central office testing, the Company will dispatch a technician to the subscriber's premises, with the concurrence of the subscriber. During the visit, the technician will inspect only the Company's facilities from the serving terminal to the Network Interface for any unauthorized devices attached to the subscriber's line. No facilities on the subscriber's side of the Network Interface will be inspected during the visit.
- D. If no trouble is detected during the central office testing, and the subscriber requests that a technician be dispatched to the premises for further testing, a technician will be dispatched. During the visit, the technician will inspect only the Company's facilities from the serving terminal to the Network Interface for any unauthorized devices directly connected to the subscriber's line. No facilities on the subscriber's side of the Network Interface will be inspected during the visit.
- E. If no unauthorized device is found at the premises, the subscriber will be advised that no unauthorized device was found. If the line fault was caused by normal service hazards, the technician will clear the problem and the subscriber will be notified that the problem was cleared.
- F. If an unauthorized device is found on the subscriber's line, the technician will not disturb or remove the device unless it poses a hazard to the network. The matter will then be referred to the Company's Security Organization for further investigation.

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A2. GENERAL TERMS AND CONDITIONS

A2.16 Checks for Unauthorized Devices (Cont'd)

A2.16.1 General (Cont'd)

- G. The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

A2.17 Commitment Guarantee Program

A2.17.1 General

- A. The Commitment Guarantee Program provides a credit to residence and business customers should the Company fail to meet its commitment in connection with installation or repair of service provided over the Company's facilities.¹

A2.17.2 Application

- A. When initiated by the customer, the Company will arrange for a credit of \$25.00 on a residence account or \$100.00 on a business account for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the customer's bill.
- B. One credit will apply per customer request for a commitment missed for installation or repair. A customer request includes all of the service that is to be installed or repaired on the same date and on the same system. Multiple attempts to invoke the guarantee for the same commitment and for the same customer are not to be considered as separate requests.
- C. The credit will apply in addition to waivers, promotions, or other guarantees in effect at the time of the missed commitment unless specifically excluded.
- D. The plan may be suspended by the Company during or following a natural disaster such as described in paragraph A4.2.6.
- E. The guarantee is applicable to services provided in this Guidebook except as noted in paragraph A2.17.3.

A2.17.3 Limitations

- A. The Commitment Guarantee Program credit will not apply to:
 1. Commitments missed due to customer initiated action.
 2. Maintenance requests resulting from negligence, willful act of the subscriber or suspension of service for non-payment of charges.
 3. Commitments missed during or as a result of labor difficulties, natural disasters, governmental orders, civil commotion, general network failure, or circumstances beyond the control and/or knowledge of the Company.
 4. Services provided in conjunction with disaster relief in Section A4.
 5. Directory (*YP*) Advertising.
 6. (DELETED)
 7. 911 and E911 services.
 8. Active and retired employees.
 9. Interconnection of Mobile Services in Section A35.

Note 1: Where a service is jointly provided with another Local Exchange Carrier, the guarantee is applicable only to the installation or repair commitment made by the Company to end users. This guarantee is not applicable to commitments made by other Local Exchange Carriers, regardless of their concurrence in this Guidebook.

A2. GENERAL TERMS AND CONDITIONS

A2.18 TDM to IP Transition

A2.18.1 General

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

<u>Product Name</u>	<u>Reference</u>
Flat Rate Service, Trunks	A3.2.1
Measured Rate Service, Trunks	A3.2.3
Message Rate Service, Trunks	A3.2.4
RegionServ, Trunks	A3.2.9
Auxiliary Line Service (Inward Service)	A3.17
Hotel PBX Service	A3.20.4
Hospital PBX Service	A3.20.5
Foreign Exchange Service	A9.1
Foreign Central Office Service	A9.2
Direct-Inward Dialing (DID) Service (Lines and Trunks)	A12.7
Identified-Outward Dialing (DOD)	A12.8
From Private Branch Exchange Systems (Trunks)	
Reservation Service	A13.8
Dormitory Communications Service	A13.13
Toll Trunks	A13.14
Hot Line Service	A13.56
Derived Data Channel Service	A29.1
Data Transport Access Channel Service	A29.2
BellSouth Channelized Trunks	A43.1
BellSouth Remote Access	A47.1

<u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
09/10/2017		
GTBGTNMT	Gatlinburg	Distribution Areas 1105, 4102 and 4112
04/01/2022		
NSVLTNDO	Nashville	Distribution Areas 2112t
NSVLTNMT		Distribution Areas 1145, 1144 and 1138a
NSVLTNIN		Distribution Areas 3130, 3134, 3152 and 3162
NSVLTNUN		Distribution Areas 1185a, 1185b, and 1185c
LBNNTNMA	Lebanon	Distribution Areas 4140b, 4193 and 4194b
5/31/2022		
CHTGTNSE	Chattanooga St Elmo	Distribution Area 1320

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A2.19 Reserved for Future Use

A2.20 Cost Assessment Charge (CAC)

A. A Cost Assessment Charge (CAC) is assessed on a per line or trunk basis or as shown below for residential and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to transport services. The CAC is established to recover property taxes (from business customers) as well as ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, or any of the following account types: Federal, State, and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

	Monthly Rate	USOC	
1. Cost Assessment Charge (CAC)			
(a) Each Local Exchange Service line			
Residence	\$ 0.17	C8RCC	(R)
Business	9.03	C8RCD	
(b) Each Primary Rate ISDN (PRI)	45.15	C8RCE	
(c) Each PBX trunk	81.27	C8RCG	
(d) Each Centrex Station line	9.03	C8RCD	
(e) Each Basic Rate ISDN (BRI)			
Residence	0.17	C8RCC	(R)
Business	9.03	C8RCD	
(f) Transport services	7.00%	NA	
BellSouth Metro Ethernet Service			