

BELLSOUTH
TELECOMMUNICATIONS
LOUISIANA
ISSUED: March 19, 2001
BY: President - Louisiana
Baton Rouge, Louisiana

GENERAL SUBSCRIBER SERVICES TARIFF

Fourth Revised Page 1
Cancels Third Revised Page 1

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Seventeenth Revised Page 2
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Eighth Revised Page 1
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A2. GENERAL REGULATIONS**A2.1 Application**

The regulations specified herein are applicable to all communication services offered in this Tariff by *AT&T Louisiana*, hereinafter referred to as the Company. Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this Tariff. (T)

A2.2 Limitations And Use Of Service**A2.2.1 Use Of Subscriber's Service****A. Restricted to Authorized Users**

Telephone equipment, facilities, and services are furnished to the subscriber for use by the subscriber.

1. The subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service:
 - a. Members of the subscriber's domestic establishment;
 - b. Employees, agents, or representatives of the subscriber;
 - c. (Obsoleted 11-06-95, See Section A103.)
 - d. Patients of hospitals, nursing homes, or rest homes at those establishments;
 - e. Members of clubs at the specified club locations;
 - f. Students living in quarters furnished by the school, college, or university which subscribes to the service;
 - g. Persons temporarily subleasing the subscriber's residential premises;
 - h. Businesses, not entitled to directory listings, temporarily exhibiting in a publicly-owned exhibition center for a temporary period of less than one month;
 - i. Transient public in connection with the use of reservation service at airport terminals for use by the general public.

B. Resale of Service

Most services specified in this Tariff are available for resale by certificated Competitive Local Exchange Carriers (CLECs) subject to the terms and conditions specified in this Tariff and as specifically set forth in Section A2.19 addressing resale. Arrangements not available for resale are listed in Section A2.19.13. (T)

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A2. GENERAL REGULATIONS**A2.2 Limitations And Use Of Service (Cont'd)****A2.2.1 Use Of Subscriber's Service (Cont'd)**

- C. Hotels or motels may provide telephone service to their guests or patrons as long as the service provided is business message rate service, business measured rate service, or Local Optional Service Option B.
- 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 other 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. Traffic Reports as described in A32.1.4.B. of *the General Exchange Guidebook* 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)
- F. No subscriber may use any service listed in any part of this General Subscriber Services Tariff, 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 telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable

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 Customer-Provided 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. (T)

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 Tariff 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.

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A2. GENERAL REGULATIONS**A2.2 Limitations And Use Of Service (Cont'd)****A2.2.5 Broadcast Of Recordings Of Telephone Conversations**

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriber-provided voice recording equipment as specified in this Tariff.

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 telephone 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.
- 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 telephone numbers will not be furnished for use with recorded public announcements.
- D. Failure to comply with the provisions of this Tariff shall be cause for termination of the service.

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.

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. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber not less than three days written notice of its intention to do so. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

A2.2.10 Cancellation Of Service For Cause

- A. The Company may without notice 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 Tariff.
 - 3. Impersonation of another with fraudulent intent.
 - 4. **(DELETED)**
 - 5. Nonpayment of any delinquent sum due for exchange, long distance or other services.

(D)

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A2. GENERAL REGULATIONS**A2.2 Limitations And Use Of Service (Cont'd)****A2.2.10 Cancellation Of Service For Cause (Cont'd)****A. (Cont'd)**

6. Use of service in such a way to impair or interfere with the service of other subscribers and refusal of the subscriber to utilize available corrective equipment or network arrangements: such interference includes, but is not limited to:
 - a. trunk blockages in a switching center so that on a final route there are no circuits available for 10 percent or more of the calls for a 15-minute period,
 - b. Dial Tone speed delays of three seconds or more in a switching center for 10% or more of the calls for a 15-minute period,
 - c. Sender Attachment Delay Recorder delays of three seconds or more in processing calls in:
 - (1) A single switching system for 30 percent or more of the calls for a 15-minute period, or ...
 - (2) Two or more switching systems for 10 percent or more of the calls for a 15-minute period,
 - d. Application of network management controls to minimize or prevent a service effect on switching facilities due to a promotional calling event.
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. 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 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 payment, in whole or in part, of the regular charge for such service.
10. Any other violation of the Company's regulations.

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 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 Subscriber Services Tariff, 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 telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

A2.2.11 Reserved For Future Use**A2.2.12 Connections Of Other Common Carrier-Provided Communications Systems**

Communications systems provided by the Other Common Carrier (listed in A15.5.5 *of the General Exchange Guidebook*) 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 A15.5. *of the General Exchange Guidebook*.

(T)

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 party and/or collect calls. This service may also be furnished in response to a customer request.

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A2. GENERAL REGULATIONS**A2.2 Limitations And Use Of Service (Cont'd)****A2.2.15 Network Facilities For Use With Automatic Dialing And Announcing Devices**

- A. Subscribers who wish to use automatic dialing and announcing devices for solicitation purposes must do so pursuant to the following terms and conditions.
 - 1. No numbers will be called in sequential fashion. Sequentially placed calls refer to those calls automatically dialed by successively increasing or decreasing integers, or similar methods.
 - 2. Where facilities permit, the equipment shall be so programmed or utilized in such a manner as to automatically disconnect a called party's line not later than ten seconds after the called party hangs up. Operators of automatic dialing and announcing devices will insure that their equipment will not operate when unattended.
 - 3. Within 25 seconds after the called party answers, the name and telephone number of the individual or firm making or paying for the call, including but not limited to the name of the individual or firm on whose behalf the call is made, must be clearly stated.
 - 4. At the conclusion of the call, the name and telephone number of the individual or firm making or paying for the call, including but not limited to the name of the individual or firm on whose behalf the call is made, must again be clearly stated. The telephone number required to be stated must have someone assigned by the company or subscriber of ADAD to answer and provide information regarding the automated message received.
 - 5. If the customer's response is to be recorded, the customer must be informed of such and permission must be granted. Recording of two-way telephone conversations must be in compliance with state and federal regulations.
 - 6. If the solicitation call requires a response by the customer and a charge will apply, the customer must be informed that the response is not a free call. The vendor at this time, must give the customer the amount of the charges that will be applied if they respond.
 - 7. No calls will be placed to:
 - a. Telephone numbers which, at the request of the customer, have been privately listed and have been omitted from the telephone directory published by the Company unless the customer has provided his number to the calling party.
 - b. Hospitals, nursing homes, fire protection agencies, law enforcement agencies, or any provider of emergency services; or
 - c. Cellular or mobile telephones or any phone that requires the receiving party to pay a fee for the call.
 - 8. No calls will be placed on Sundays or Legal Holidays as defined in Section A18. of *the General Exchange Guidebook*.
No calls will be placed between the hours of 8:00 P.M. and 8:00 A.M., Monday through Saturday. (T)
 - 9. The Company is under no obligation to provide lists of telephone numbers or any directory information other than normally issued telephone directories.
 - 10. Messages must not contain obscene or profane language.
 - 11. Solicitation calls for the sale of pornographic material will not be allowed.
 - 12. This type telecommunication service will not be used for any unlawful purposes.
 - 13. Connection of customer provided communication systems must meet the Company's requirements as well as Part 68 of the Federal Communications Commission's Rules and Regulations.
 - 14. Emergency and unlisted telephone numbers will not be used with recorded solicitation communication.

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A2. GENERAL REGULATIONS**A2.2 Limitations And Use Of Service (Cont'd)****A2.2.15 Network Facilities For Use With Automatic Dialing And Announcing Devices (Cont'd)****A. (Cont'd)**

15. Consent must be given by the called party prior to the initiation of the recorded message. The called party may give consent to the call made with ADAD equipment when a live operator introduces the call and states an intent to play a recorded message, or when the ADAD has a feature that allows the person to indicate consent. Any such consent shall apply only to a particular call and shall not constitute prior consent to receive further calls through the use of such ADAD equipment. (N)

16. It will be the responsibility of the operators of the ADAD equipment to insure that their equipment operates in compliance with the regulations set forth by the LPSC and the regulations in this Section of the Tariff. (N)

B. The preceding terms and conditions will not apply: (N)

1. In cases where there is an existing business relationship between the called party and the subscriber and where the subscriber uses the dialing and announcing device strictly as a follow up device to supply information related to these prior dealings. (However, even subscribers who have had prior dealings with the called party will not be allowed to utilize the automatic dialing and announcing devices for solicitation purposes); or (T)
2. Calls made at the request of the subscriber; or (N)
3. Calls made for the collection of a lawful debt; or (N)
4. Calls made for the payment for service of or warranty coverage for previously ordered or purchased goods or services or additional goods or services for existing customers or to remind the customer of a previously made appointment; or (N)
5. Calls made when a live operator introduces the message, provided the call is immediately terminated if the called party says they are not interested; or (N)
6. Calls made by or on behalf of a charitable or non-profit organization to a subscriber who has donated, or who has expressed an interest in donating realty, goods, services, or money; or (N)
7. Calls made to contractual sales otherwise regulated by the provision of the Louisiana Statutes of 1950; or (N)
8. Calls made pursuant to a political campaign. (N)

C. The Company will not install or provide service to a person utilizing ADAD without that person first providing proof to the Company of registration with the Public Service Commission. Proof shall consist of a letter of authorization or permit from the Commission. (N)

Upon determination by the Company that a customer is utilizing ADAD equipment and that the customer has not filed authorization from the Commission to do so, the Company shall notify that customer in writing that such unauthorized use must cease immediately. The written notice shall include reference to the specific regulation violated, and a statement that if the customer disputes the validity of the charge, the customer may request a hearing upon the matter before the Public Service Commission within ten (10) days of the date of the notice. If a customer can demonstrate a good faith defense to the violation, he may request in writing that the Company continue service to him during pendency of his hearing before the Commission. Failure to cease unauthorized action, properly register, or file for hearing under the above conditions will result in disconnection of service. (N)

D. Any subscriber operating or utilizing automatic dialing equipment who does so in violation of the provisions set forth preceding will be subject to immediate disconnection of telephone service. (T)

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A2. GENERAL REGULATIONS**A2.3 Establishment And Furnishing Of Service****A2.3.1 Availability Of Facilities**

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section A5. "Charges Applicable Under Special Conditions", except as otherwise specified.
- D. The economical operation of the telephone business, for the benefit of the whole body of rate payers and to the business itself may require changes in wire center and base rate area boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of the approved tariff methods of applying charges and the customer will be informed of any increase or decrease in their rates prior to the time of the change.
- E. The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services.

(N)

A2.3.2 Flat, Measured And Message Rate Service

- A. When Flat, Standard Measured, Low-Use Measured, Local Optional Service Option B or Message Rate Services are offered in an area, an applicant may, at his option, select either type of service or combination of services for the applicant's private residence location.

An applicant at a business location may select either Flat, Standard or Low-Use Measured, or Local Optional Service Option B or Message Rate Service when they are available in the exchange. However, a combination of these different types of services will not be furnished to the same subscriber at the same business location. Different applicants at the same business location, even in the same office, may each subscribe to a different type of service as long as each applicant has a different account and the applicants do not share a communication or other key-type system. The exceptions to the mixing restrictions for business locations are listed following:

1. (DELETED)
2. To premises where semipublic or public telephones may properly be located;
3. (DELETED)
4. (DELETED)
5. (DELETED)
6. (DELETED)
7. (DELETED)
8. To premises where Local Optional Service or Local Optional Service Option B lines are being used and the subscriber wants to add BellSouth Business Plus Service lines to that same location. An exception would also be allowed for premises where BellSouth Business Plus Service lines are being used and the subscriber wants to add Local Optional Service or Local Optional Service Option B lines at that same location. All of these services are considered to be measured or usage sensitive services.

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A2. GENERAL REGULATIONS**A2.3 Establishment And Furnishing Of Service (Cont'd)****A2.3.3 (DELETED)****A2.3.4 Reserved For Future Use****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, rules and regulations from time to time in force and effect.
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted for regulated charges to the Company for telephone service provided in Louisiana 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.
- C. If telephone service is established and it is subsequently determined that either condition in A2.3.5.B. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- E. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- F. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

A2.3.6 Application Of Rates For Business And Residence Service

- A. In general business rates apply at business locations and residence rates apply at residence locations as illustrated by the situations described in B. and C. following.
- B. Business rates apply:
 1. Offices, stores, factories, mines and all other places of a strictly business nature.
 2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, private schools, hospitals, nursing homes, libraries and other institutions. For the purpose of this Tariff, a boarding house is defined as a structure where rooms are rented or boarders taken.
 3. Services provided pursuant to ***the Sharing and Resale of Basic Local Exchange Service offering described in Section A127 of the General Exchange Guidebook***, even though residence client charge and residence directory listing may apply.
 4. Service terminating solely on the secretarial facilities of a telephone answering bureau.

(T)

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TELECOMMUNICATIONS
LOUISIANA
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Baton Rouge, Louisiana

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Tenth Revised Page 6
Cancels Ninth Revised Page 6

EFFECTIVE: February 1, 2013

A2. GENERAL REGULATIONS

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

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

B. (Cont'd)

- 5. Service listed in business telephone directories or in the business section of the White Pages Directory or listed as a business in a combined residence/business White Pages Directory.
- 6. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage. (T)

C. Residence rates apply for:

- 1. Up to and including ten (10) individual lines which terminate at a private residence location for residence subscribers where a business listing is not employed in the Company's telephone directory. If a subscriber's total access line requirements are greater than ten (10) lines at their residence location, all lines over the initial ten shall be billed at the business service rates. Residence subscribers may have a maximum of three (3) residence service lines in a rotary or hunting arrangement at their private residence location at no charge. If more than three (3) lines are required in a rotary or hunting arrangement, a residence rotary or hunting arrangement charge shall apply for all lines in the arrangement up through ten lines as specified in Section A3. If more than ten lines are required in a rotary or hunting arrangement, business Grouping Service rates shall apply for all lines in the arrangement, while the access line rate will depend on the total number of lines at that residence location. Special construction charges may be applied where multiple lines are terminated at private residence locations as specified in Section A5. (T)

In accordance with the Louisiana Public Service Commission Order No. U-22215-A dated July 6, 1998, existing subscribers as of May 20, 1998 with more than ten (10) residence service rated lines and those subscribers with more than three (3) residence service lines in rotary or hunting at their private residence shall be grandfathered for a period of five (5) years. After May 20, 2003, these subscribers shall convert their existing service to comply with the new tariff provisions. However, additional lines ordered by these subscribers or requests for moves of their existing service after May 20, 1998 shall be subject to the new tariff provisions.

- 2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.
- 3. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.
- 4. Public or parochial schools.
- 5. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.

D. Residence rates also apply for telephone service located in individual churches when such service is listed in the name of the church. This residence rated service is intended for use by the church in its normal operations with its local members. Services provided for other associated church activities, which would otherwise be considered as business functions, will be classified as business services. In cases when the residence and business services are combined into one telephone system, the business rates must then apply for all services.

E. If a subscriber's service changes from business service to residence service, the telephone 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)

F. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4. (T)

G. Customers identifying themselves as amateur radio operators, licensed under Part 97 of the Federal Communications Commission (FCC) Rules and Regulations, will be charged residence rates at business locales and residence locales. 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 telephone access lines.

H. **(DELETED)** (D)

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A2. GENERAL REGULATIONS**A2.3 Establishment And Furnishing Of Service (Cont'd)****A2.3.6 Application Of Rates For Business And residence Service (Cont'd)**

H. (DELETED) (Cont'd)

(D)

A2.3.7 Transfer Of Service Between Subscribers

A. At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service. After the new subscriber assumes financial responsibility, all future bills will be rendered to the new subscriber.

Service charges, as specified in Section A4. will apply as appropriate.

(T)

A service charge does not apply when transferring the service to the remaining spouse in the event of divorce or death of a spouse

B. After the new subscriber assumes financial responsibility, the new subscriber may retain the existing telephone number if the Company deems such a transfer appropriate and if the previous subscriber consents or if the previous subscriber has abandoned the service.

A2.3.8 Initial Service Periods

A. Unless otherwise specified, the initial service period for all services offered in this Tariff 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 tariff containing the service offered.

C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

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 Tariff, 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.

B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon the consent of the Company.

C. Except as otherwise specified in this Tariff, 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.

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Baton Rouge, Louisiana

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A2. GENERAL REGULATIONS

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

A2.3.11 Provision And Ownership Of Directories

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

A2.3.12 Provision And Ownership Of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone 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.

A2.3.13 Maintenance And Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this Tariff, is borne by the Company. 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 condition 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.

The customer may elect to provide high voltage protection by means other than **Company** 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 Tariff 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 Tariff, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

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A2. GENERAL REGULATIONS**A2.3 Establishment And Furnishing Of Service (Cont'd)****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 at 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 distance 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 and foreign exchange line mileage during the period of suspension.
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.

B. Application of Charges**1. Main Station Line Service:**

The charge for a maximum period of six months in any calendar year 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 specified in service-specific tariff sections, as specified in A2.3.16.A. preceding and in 2. following. Where specified in other sections of this Tariff, 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 tariffs 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 organizations that meet the following emergency 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 with no recurring charges during the period of suspension.

3. (DELETED)
4. Charges as specified in A4.2.5. will apply in addition to charges shown in A2.3.16.B.1, 2. and 3. preceding.

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A2. GENERAL REGULATIONS**A2.3 Establishment And Furnishing Of Service (Cont'd)****A2.3.17 Termination Of Service**

- A. Termination of Service by the Company
 - 1. Violation of any of the regulations contained in this Tariff on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
 - 2. When the service is terminated on the initiative of the Company because of violation of its regulations by the subscriber, the regulations stipulated following for termination of service at the subscriber's request apply.
 - 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.

- 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 the percentage of the unexpired portion of the Basic Termination Charge for the initial service period to the full Initial Service Period.
The Basic Termination Charge and the Initial Service Period are indicated in the section of this Tariff covering the service items to which they apply. The Initial Service Period is shown in brackets following the amount of the Basic Termination Charge.
- 2. When a subscriber discontinues one or more units of a group of the same item, the equipment latest installed shall be considered as the equipment first discontinued.
- 3. 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 equipment and disposing of it, less credits obtained through disposal. The termination charge in this event will not exceed the Basic Termination Charge.

A2.3.18 Reserved For Future Use**A2.3.19 Reserved For Future Use****A2.3.20 (DELETED)**

(D)

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A2. GENERAL REGULATIONS

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

A2.3.20 (DELETED) (Cont'd)

(D)

A2.3.21 Connection 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 A2.3.21.A.2. through A2.3.21.A.5. following.

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A2. GENERAL REGULATIONS

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

A2.3.21 Connection With Miscellaneous Common Carriers (Cont'd)

A. Application (Cont'd)

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 telephone 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.
 - b. One-Way Signaling Traffic:

The Company will connect its facilities between any telephone 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.
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).
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 intercarrier agreements between the Company and the Miscellaneous Common Carriers or in the tariffs 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 in 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.
5. The connection and interchange of traffic as set forth in A2.3.21.A.1. through 4. preceding does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service.

A2.3.22 Reserved For Future Use

A2.3.23 Reserved For Future Use

A2.3.24 Reserved For Future Use

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A2. GENERAL REGULATIONS

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

A2.3.25 Measured Or Message Rate Service

Subscribers to measured or message rate service who change to Local Optional Service Option B may elect to return to measured or message rate service within 90 days from the initial change.

A2.3.26 (DELETED)

(D)

A2.4 Payment Arrangements And Credit Allowances

A2.4.1 Advance Payments

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable, the payment thereof may be required in advance of start of construction.

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A2. GENERAL REGULATIONS

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

A2.4.2 Deposits

- A. The Company may, in its discretion, require any applicant for or any subscriber to its services 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. Any such deposit may be held during the continuance of the service as security for the payment of any and all accounts accruing for the service. In addition, any applicant 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. 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.
- B. Interest at the rate of 5 percent per annum is allowed to the subscriber during the continuance of the deposit, except that no interest is paid on deposits held for less than 6 months. Interest will be refunded annually by means of a payment to the subscriber or a credit to current billing, with a designation on the bill that the credit is for earned interest. If held until discontinuance of service, such deposit and accrued interest, if any, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations 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 nonpayment of any sums due the Company.

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 are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.
- 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 billed local usage.¹ 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. Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charge" in Section A4.
- D. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

(D)

- E. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Tariff; 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.

Note 1: Basic monthly charges are billed in advance. Toll charges for Long Distance Services and additional charges for local usage are billed in arrears.

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A2. GENERAL REGULATIONS

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

A2.4.3 Payment For Service (Cont'd)

F. An administrative charge will be applied by the Company for each time a check or bank draft is returned by a bank to the Company for the reason of insufficient funds.

1. Returned check/bank draft

	Charge	USOC
(a) Each	\$20.00	NA

G. A *residence* customer's account will be considered as delinquent if not paid in full within 20 days of the date the bill is rendered by the Company. In addition, a late payment charge of 5 percent applies to each subscriber's bill *with a balance greater than \$5.00* (including amounts billed in accordance with the Company's Billing and Collection Services) when the previous month's bill has not been paid in full prior to the next billing date. The 5 percent charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill.

A business customer's account will be considered as delinquent if not paid in full within 20 days of the date the bill is rendered by the Company. In addition, a late payment charge of 5 percent applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collection Services) when the previous month's bill has not been paid in full prior to the next billing date. The 5 percent charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill.

H. A termination charge may apply as described in A2.3.17.C.

I. Duplicate Bill Charges

General

A Duplicate Bill Charge will be applied upon a customer's request for duplicate copies of a telephone bill(s) in accordance with the charges specified following. This charge shall not apply for diskettes, magnetic tapes, and electronic data interchange or data transmitted bills. Concessions are not applicable for this service.

A Duplicate Bill Charge will not be applied in the following instances:

1. When customers programmatically receive additional copies of their bills each month;
2. When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address of the bill;
3. When customers have not received a bill due to Company error in the address of the bill;
4. When customers request a copy of a toll credit limit bill or a final bill.

Charges

1. Duplicate Bill Charge

Per copy of bill requested

	Residence	Business	USOC
(a) Current and prior two (2) months	\$3.50	\$4.50	NA
(b) Three (3) months or older	4.50	6.00	NA

(M)

Material previously appearing on this page now appears on page(s) 13.0.1 of this section.

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A2. GENERAL REGULATIONS**A2.4 Payment Arrangements And Credit Allowances (Cont'd)****A2.4.3 Payment For Service (Cont'd)**

J. 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 (also see Section A4). An installment Billing Service Fee may apply as specified in Section A4. (M)

K. Miscellaneous Fees Associated With Payments**1. Payment Convenience Fee for Payment Made Via Telephone Call**

A fee may apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website (www.bellsouth.com or www.att.com), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request. (M)

a. Rates and Charges**(1) Per Telephone Request**

		Rate	USOC	
(a)	Residence	\$5.00	NA	(M)
(b)	Business	5.00	NA	(M)

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A2. GENERAL REGULATIONS

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

A2.4.4 Allowance For Outages

When the use of service or facilities furnished by the Company is out of operation 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 generated for the service and facilities rendered useless and inoperative by reason of the outage during the time said interruption continues in excess of twenty-four hours from the time it is reported to the Company, except as otherwise specified in this Tariff. For the purpose of administering this regulation, every month is considered to have thirty days.

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A2.4.5 Provisions For Certain Local Taxes And Fees

Whenever any municipality, parish or other political subdivision of the State of Louisiana shall collect or receive any payment from the Company for or by reason of the use of its streets, alleys or public ways or places, or for or by reason of the operation of the Company's business or by reason of any agreement between it and the Company, whether such payment be called a license, occupational, privilege, franchise or inspection tax, charge or fee, or otherwise, the amount of such payment may be added to the sales price of the Company's services and billed pro rata to the Company's customers receiving local service within the municipality, parish or other political subdivision collecting or receiving such payment.

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EFFECTIVE: December 1, 2009

A2. GENERAL REGULATIONS

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

A2.4.5 Provisions For Certain Local Taxes And Fees (Cont'd)

The provisions hereof shall not apply to ad valorem taxes, nor to an occupational license tax levied and collected under the provisions of and subject to the limitations of Section 358 and 397 of Title 47, Chapter 3 of the Louisiana Revised Statutes of 1950, nor to any payment made pursuant to the terms of any agreement, ordinance, resolution, or law in effect on July 27, 1960, or extensions thereof, provided that the amount of any increase in a payment effected by any such extension may be billed to customers, as provided hereinabove.

A2.4.6 Reserved For Future Use

A2.4.7 Reserved For Future Use

A2.4.8 (DELETED)

(D)

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A2. GENERAL REGULATIONS**A2.4 Payment Arrangements And Credit Allowances (Cont'd)****A2.4.8 (DELETED) (Cont'd)**

(D)

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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

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Second Revised Page 22
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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

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Fifth Revised Page 23
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A2. GENERAL REGULATIONS

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

A2.4.8 (DELETED) (Cont'd)

(D)

A2.4.9 Reserved for Future Use

A2.4.10 (DELETED)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.10 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.10 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

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

A2.4.10 (DELETED) (Cont'd)

(D)

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Cancels First Revised Page 23.0.4

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A2. GENERAL REGULATIONS

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

A2.4.10 (DELETED) (Cont'd)

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A2.4.11 (DELETED)

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A2. GENERAL REGULATIONS**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 Tariff. 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 Tariff as an allowance for interruptions.

A. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this Tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

B. Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

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C. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual dates, such as the Year 2000, shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

D. Unauthorized Devices

The Company shall not be held 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.

A2.5.2 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.

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EFFECTIVE: November 12, 1986

A2. GENERAL REGULATIONS**A2.5 Liability Of The Company (Cont'd)****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 cases 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 The 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 either by the Company or by the customer.

A2.5.8 Use Of Customer-Provided Equipment

- A. The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation: 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 voltage or currents transmitted over the service of the Company.

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A2. GENERAL REGULATIONS**A2.5 Liability Of The Company (Cont'd)****A2.5.8 Use Of Customer-Provided Equipment (Cont'd)****A.** (Cont'd)

1. caused by or resulting from use of customer-provided equipment (except where a contributing or concurrent cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
2. not prevented by customer-provided equipment where any such damage could have been prevented by Company-provided equipment.

A2.5.9 Directory Errors And Omissions

The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00, whichever is less.

For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.

The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

A2.5.10 Reserved for Future Use

(N)

A2.5.11 Application Testing

(N)

(N)

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial¹ application test with a customer for no longer than sixty days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

A. Additional regulations for tariffed services that may be used in an application test are listed in the specific tariff section for that service. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company.

(N)

B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided at the discretion of the Company for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.

(N)

(N)

Note 1: Generally, one application test per service, per customer.

(M)

(N)

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Cancels First Revised Page 25.1

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A2. GENERAL REGULATIONS

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

A2.5.11 Application Testing (Cont'd)

B. (Cont'd)

1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer.
2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.¹
3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.¹

A2.6 Reserved For Future Use

A2.7 Obligation Of The Company

A2.7.1 Obligation To Furnish Service

- A. 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 these facilities required incident to the furnishing and maintenance of that service.
- B. The Company shall satisfy requests for telecommunications services except in the following situations:
 1. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the service; or
 2. Where an exchange has met the criteria for sunset pursuant to LPSC's General Order dated July 22, 2009 on Carrier Of Last Resort (COLR) in Docket No. R-30480. These exchanges are noted in Section A3.6.4; or
 3. Where otherwise noted in this Tariff.

A2.8 (DELETED)

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Note 1: Any additional service requested to be installed upon completion of the application test shall be subject to standard tariff nonrecurring charges and rates as set forth in each service tariff.

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A2. GENERAL REGULATIONS

A2.8 (DELETED) (Cont'd)

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A2. GENERAL REGULATIONS

A2.8 (DELETED) (Cont'd)

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A2. GENERAL REGULATIONS

A2.8 (DELETED) (Cont'd)

(D)

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A2. GENERAL REGULATIONS

A2.8 (DELETED) (Cont'd)

(D)

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Fourteenth Revised Page 30
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A2. GENERAL REGULATIONS

A2.9 Trouble Determination Charge

The Trouble Determination Charge is the charge which applies 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 Company specified demarcation point. Customers will not be charged for dispatch work performed in connection with a service difficulty or trouble report when it is determined that the trouble originated from a source other than from the customer's side of the demarcation point.

A2.10 Special Promotions

A. Regulations

1. The Company may offer special promotions of new or existing services upon 10 days notice to the Commission. These promotions are temporary discounts, waivers or partial waivers of certain recurring and/or nonrecurring charges or one-time credits to subscribers' accounts. Subject to the availability of services and facilities, promotions are offered 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 offered. Each subscriber so meeting that criteria will have an equal opportunity for participation. Notification will include the time period in which the promotion will be conducted as well as the terms and conditions.
2. Upon initial availability within a particular area (central office) of features found in A13.9, A13.19, A13.34 and A13.47 of the *General Exchange Guidebook*, the nonrecurring charges and first month's recurring charge will be waived for any customer subscribing to such feature(s) during the sixty days following the date on which such feature(s) becomes available in the area. If a promotion or a waiver for such feature(s) is in effect for all customers in the customer's class of service at the time the customer orders the feature(s), the general promotion or waiver will apply instead of this waiver. A subscriber may not participate in both this waiver and a concurrent general promotion or waiver for the feature(s) ordered.

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A2.11 Trademarks and Servicemarks Protection

A2.11.1 Use of Trademarks and Servicemarks

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

(T)

A2.12 Reserved For Future Use

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Baton Rouge, Louisiana

GENERAL SUBSCRIBER SERVICES TARIFF

Second Revised Page 30.1
Cancels First Revised Page 30.1

EFFECTIVE: November 18, 2015

A2. GENERAL REGULATIONS

A2.13 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.
2. 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.
3. The typical Network Interface for the connection of customer premises inside wire consists of a miniature modular standard jack equivalent and is to be established at the time of initial service and provided as part of the Exchange Access Line. Other specifically requested Network Interface Jacks are billable subject to the charges in Section A14 of *the General Exchange Guidebook*. 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 A15.1.3.) which would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable. (T)
4. 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 telephone equipment to the Access Line except for normal testing purposes.
5. Connection of customer premises inside wiring and terminal equipment to the telephone 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.
6. The customer is prohibited from connecting premises wiring to the protector.
7. 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. of *the General Exchange Guidebook* in addition to the appropriate Service Charge as specified in Section A4. (T)
8. The rates and charges for the Exchange Access Line do not include the Company maintenance of customer premises inside wire and/or jacks.

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 or maintained in accordance with the technical standards for such inside wire and jacks, the customer will be subject to charges outlined in Section A4. for Other Residence or Business Services.
4. The Company will make the technical standards and installation guidelines for customer provision of inside wire and jacks available to customers at Company designated locations.

C. Incidence of Harm

1. Should terminal equipment, inside wiring, plugs and jacks, or protective circuitry cause harm to the telephone 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.
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 Communication Commission (FCC) pursuant to the procedures set forth in the FCC Part 68 rules, Subpart E.

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A2. GENERAL REGULATIONS**A2.14 Customer Agents**

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A2.14.1 General

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- 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.

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A2.14.2 Responsibility of the Agent

(M)

- 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 rules and regulations in this section of this Tariff applicable to the transaction or to the service or equipment to which the transaction pertains.

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A2. GENERAL REGULATIONS

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

(N)

A2.16 Reserved for Future Use

(N)

A2.17 Reserved for Future Use

(N)

A2.18 Reserved for Future Use

(N)

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TELECOMMUNICATIONS
LOUISIANA
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Baton Rouge, Louisiana

GENERAL SUBSCRIBER SERVICES TARIFF

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A2. GENERAL REGULATIONS**A2.19 Resale of Service Provisions**

The following regulations are applicable for the resale of services offered in this Tariff by certificated Competitive Local Exchange Carriers (CLECs).

A2.19.1 General

- A. Unless specific exceptions are made to the contrary elsewhere in this Tariff, TSPs may resell those General Subscriber Service Tariff services identified in this Tariff subject to the same terms and conditions under which those services are available for sale to end users or other customers under the Company's tariffs as well as pursuant to the terms and conditions specific to Resellers as set forth in this and other sections of this Tariff.
- B. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the CLEC for the furnishing of any service.
- C. The Reseller will be the customer of record for all resold services. Except as specified in A2.19.7.F., the Company will take orders from, bill, and expect payment from the Reseller for all services. (T)
- D. The Reseller will be the Company's single point of contact for all resold services provided in connection with the resale of private line services.
- E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company. However, the Company will not bill the end user for any services it receives from a CLEC (e.g., toll charges, etc.).
- F. The Company maintains the right to serve directly any end user within an identified resale service area. The Company will continue to directly market its own local exchange products and services and in doing so may establish independent relationships with end users of CLECs.
- G. A CLEC must not interfere with the right of any person or entity to obtain service directly from the Company.
- H. In most circumstances, the current telephone number may be retained by the end user regardless of who provides the local service.
- I. Telephone numbers will be assigned to resold services by the Company on a nondiscriminatory basis, under the same terms and conditions applicable to service provided to the Company's end users. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever circumstances require that the telephone numbers available through a particular central office be changed. In the event of such a change, the change to telephone numbers or central office designation, or both, will affect Resellers and the Company's subscribers in a nondiscriminatory manner.
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to all Resellers for a charge not less than the Company's cost.
- K. The Company will also bill Reseller EUCL charges as specified in A3.7.5. of *the General Exchange Guidebook* and Unauthorized Change Charges as specified in A2.19.7.G as appropriate. (T)
- L. The Company will provide the standard service interval of any class of service upon request by the Reseller. Also, all classes of service will be provided in a nondiscriminatory manner.

A2.19.2 Unlawful Use of Service

- A. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- B. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- C. The Company can refuse service when it has grounds to believe that service will be in violation of the law.
- D. The Company accepts no responsibility to any person for any unlawful act committed by a Reseller as part of providing service to the Reseller's customers. The Reseller accepts no responsibility to any person for any unlawful act committed by the Company as part of providing service to the Reseller's customer.
- E. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders for assistance for customers that are not the Company's end users will be directed to the Reseller. If the Company receives a request from a law enforcement agency that requires action by the Company, the Company will respond to the request. The Company will forward a copy of the request to the Reseller within a reasonable time. The Company will attempt to notify the Reseller regarding any request from a law enforcement agency affecting the Reseller's customer prior to taking any action that will result in costs being incurred by the Reseller, unless such prior notification is prohibited by law. The Company will bill the Reseller for implementing any requests by law enforcement agencies on the Resellers' end users.

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A2. GENERAL REGULATIONS**A2.19 Resale of Service Provisions (Cont'd)****A2.19.3 Interference and Impairment**

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:
 - 1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their facilities and equipment;
 - 3. Impair the privacy of any communications; or
 - 4. Create hazards to any employees or the public.

A2.19.4 Ownership of Facilities and Theft

Facilities and/or equipment utilized by the Company to provide service remain the property of the Company.

A2.19.5 Maintenance of Services

- A. Services resold under this Tariff and facilities and equipment provided by the Company shall be maintained by the Company and subject to A2.3.1. (T)
- B. The Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- C. The Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- D. The Reseller will be the Company's single point of contact for all repair calls on behalf of the Reseller's end users. The Reseller will be responsible for retagging all special service circuits with their repair contact information.
- E. Resellers will contact the appropriate repair centers in accordance with procedures established by the Company.
- F. For all repair requests, the Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- G. The Company will bill the Reseller for handling end user troubles that are found not to be in the Company's network in the same manner the Company would bill their own end user.
- H. The Company reserves the right to contact the Reseller's customers, if deemed necessary, for maintenance purposes. No disparaging comments regarding the Resellers products and services will be made, and no marketing of any type will occur during these contacts.

A2.19.6 Directory Listings

Directory listings will be provided in accordance with regulation set forth in Section A6. of *the General Exchange Guidebook*. (T)

A2.19.7 Establishment of Service

- A. After receiving certification as a CLEC from the Louisiana Public Service Commission, the Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for that Reseller. Such documentation shall include the application for Master Account, proof of authority to provide private line services, an Operating Company Number (OCN) assigned by The National Exchange Carrier Association (NECA), a blanket letter of authorization, and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from a Reseller that a current Company customer will subscribe to the Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. When an existing customer of the Company switches to a Reseller, the Company will issue a final bill to the end user that may include any termination liability applicable to the disconnected service only in the following noted circumstance. The Company will refund the end user's deposit if appropriate. Termination liability is applicable to the end user only where the Company has invested in facilities requested by the end user which are not readily transferable to subsequent end users. The Company may also provide written notification to the end user that the end user's local service is being transferred to another local service provider. Both the final bill and the notification letter will provide a contact number that the end user can call if there are questions.
- E. The Company will not require end user confirmation prior to establishing service for a Reseller's end user customer. The Reseller must, however, be able to demonstrate end user authorization upon request, within a reasonable time after receiving such a request, after the service has been established, and only in the event that end user authorization is in dispute.

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A2. GENERAL REGULATIONS**A2.19 Resale of Service Provisions (Cont'd)****A2.19.7 Establishment of Service (Cont'd)**

- F. The Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold local exchange services except that the Company will accept a request directly from the end user for conversion of the end user's service from the Reseller to the Company or will accept a request from another Reseller for conversion of the end user's service from the first Reseller to the second Reseller. The Company will notify the Reseller(s) that such a request has been processed.
- G. If an unauthorized change in local service provider has occurred, the Company will reestablish service with the appropriate local service provider, as requested by the end user. Appropriate service specific nonrecurring charge, as set forth in other sections of this Tariff, will also be assessed to the Reseller initiating the unauthorized changes. The end user's current local service provider will be timely notified of the requested change.

1. (DELETED) (D)

A2.19.8 Deposits

In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

If a security deposit is required, such security deposit shall be made prior to the inauguration of service. Such security deposit may not exceed two months' estimated billing or any Commission established deposit limitations.

The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute 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. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In the event that Reseller defaults on an account, service to Reseller will be terminated and any security deposits held will be applied to its account. In the case of a cash deposit, interest at a rate as set forth in Section A2.4.2. shall be paid to Reseller during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

A2.19.9 Payment and Billing Arrangements

- A. When the initial service is ordered by a Reseller, the Company will establish master accounts for that Reseller.
- B. The Company shall bill the customer of record on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of the Reseller. The Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by the Reseller from the Reseller's customer. The Company will not become involved in billing disputes that may arise between a Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of the Reseller's accounts.
- E. The Company will bill the Reseller charges for all services to be provided during the ensuing billing period in advance except charges associated with service usage, which charges will be billed in arrears. All charges, including charges for any usage allowances, will be calculated at the individual end user level. .
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday.

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A2. GENERAL REGULATIONS**A2.19 Resale of Service Provisions (Cont'd)****A2.19.9 Payment and Billing Arrangements (Cont'd)**

- F. (Cont'd)
 - If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
- G. Upon proof of tax exempt certification from the Reseller, the total amount billed to the Reseller will not include any taxes due from the end user. The Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- H. As the customer of record, the Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency service (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. Penalty shall be due to the Company as set forth in A2.4.3. of this Tariff.
- J. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company.
- K. The Company will not perform billing and collection services for a Reseller.

A2.19.10 Billing Disputes

- A. In general, the Company will not become involved in disputes between the Reseller and the Reseller's end user customers over resold services.
- B. If a dispute does arise that cannot be settled without the involvement of the Company, the Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with the Reseller to resolve the matter in as timely a manner as possible. The Reseller may be required to submit documentation to substantiate the claim.

A2.19.11 Discontinuance of Service

- A. Discontinuance of Service to an End User
 1. Where possible, the Company will deny service to the Reseller's end user on behalf of, and at the request of, the Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the Reseller.
 2. At the request of the Reseller, the Company will disconnect a Reseller's end user customer.
 3. All requests by a Reseller for denial or disconnection of an end user for nonpayment must be done in writing.
 4. The Reseller will be solely responsible for notifying the end user of the proposed disconnection of the service.
 5. The Company will advise the Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from providing this information to the Reseller. It is the responsibility of the Reseller to take the corrective action necessary with their customers that make annoying calls. Failure to do so will result in the Company disconnecting the end user's service. Termination of service of a Reseller's customer will occur with the following protections, (1) written notice from a law enforcement agency; (2) notifying the Company that services have been used unlawfully and that formal charges have been filed against the customer, (3) and written notice is provided to the customer three days before termination.
- B. Discontinuance of Service to a Reseller
 1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by the Reseller of the rules and regulations of this Tariff.
 2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to the Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of all billed charges is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

(C)

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A2. GENERAL REGULATIONS**A2.19 Resale of Service Provisions (Cont'd)****A2.19.11 Discontinuance of Service (Cont'd)**

B. Discontinuance of Service to a Reseller (Cont'd)

- 3. If payment of account is not received, or arrangement made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both. (N)
- 4. If the Reseller fails to comply with the provisions of this Tariff, including any payments of accounts not received by the bill date in the month after the original bill date, the Company may, on thirty days written notice to the person designated by the Reseller to receive notices of noncompliance, discontinue the provision of existing services to the Reseller at any time thereafter. In the case of such discontinuance, all billed charged, as well as applicable termination charges shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the Reseller without further notice. (N)
- 5. If payment is not received or arrangements made for payment by the date given in the written notification, the Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to the Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or another Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures. (N)
- 6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected. (N)

A2.19.12 Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company shall not be liable for damage to property arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission, from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used. Nothing in this section shall be construed to limit the Company's liability for damages caused by the Company's intentional or gross fault, nor to limit the Company's liability for physical injury caused by the Company's fault. (N)

The Company shall be indemnified and saved harmless by the Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to the Reseller, except that Reseller shall not be required to indemnify the Company for claims, actions, causes of action, damages, liabilities or demands (including the costs, expenses and reasonable attorney fees on account thereof) that arise out of the Company's intentional or gross fault. (N)

B. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

- 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the Reseller's or end user's own communications. (N)
- 2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller. (N)
- 3. All other claims arising out of an act or omission of the Reseller or end user in the course of using services. (N)

C. The Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of the Reseller with respect to any end user of that Reseller. (N)

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Fifth Revised Page 37
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A2. GENERAL REGULATIONS**A2.19 Resale of Service Provisions (Cont'd)****A2.19.13 Restrictions**

In addition to restrictions that may be specified in other sections of this Tariff, the following restrictions apply:

A. Joint Marketing

Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the 1996 Telecommunications Act.

B. Class of Service

1. Resellers purchasing services for resale must do so on an as-is basis, subject to the same terms and conditions of offerings that are contained in the Company's existing retail tariffs.
2. The resale of basic local exchange services shall be limited to users and uses conforming to the definition of basic local exchange services as set forth in the Commission's General Order issued March 15, 1996, and as subsequently amended. For example, a Reseller cannot purchase residence lines and resell them for business use, and in no case shall the Company's flat rated basic local exchange services be used as a substitute for Switched Access Service in the completion of traditionally defined Long Distance telephone services. The same terms and conditions contained in A2.3.6 shall apply for the application of residence and business rates.
3. A Reseller cannot purchase flat rated business or residence service to be used by a Hotel/Motel service provider. Such services must be provided in accordance with the provisions contained in A3.20 **(in the General Exchange Guidebook)**.
4. Hotel and Hospital PBS service are the only local exchange services available for resale to Hotel/Motel and Hospital customers, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers.
5. A Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscriber (end user) except as stated in A2.3.2.A.
6. The Company reserves the right to periodically audit services purchased by Resellers to confirm that such services are being utilized in conformity with the Company's tariffs. Such audit shall not occur more than once in a calendar year. An audit shall follow the same general approach as outlined in Section E2.3.14 for Switched Access Service audits. This procedure has been approved and in place since 1993.
7. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, the Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described below shall apply at the Company's sole discretion.

(T)

C. Resale Services

1. Services/arrangements not available for resale.

a. **A4.2.7 - Installment Billing**

(T)

b. A13.27.1 Universal Emergency Number Service (911)

c. A13.27.5 Enhanced Universal Emergency Number Service (E911)

d. **A139.1 N11 Service (in the General Exchange Guidebook)**

(T)

2. Services available for resale under certain conditions

a. All Sections - Grandfathered and obsoleted services are available for resale to the limited group of customers currently subscribing to the service.

b. All Sections - Promotional rates offered for 90 days or less are available for resale at no discount.

c. A35 - Interconnection Service for Mobile Service Providers is available for resale at no discount

d. A5.8 - Special Billing Arrangements **(in the General Exchange Guidebook)** are available for resale at no discount.

(T)

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A2. GENERAL REGULATIONS**A2.19 Resale of Service Provisions (Cont'd)****A2.19.13 Restrictions (Cont'd)****D. Service Area**

A CLEC may resell services only within the specific resale service area as defined in their certification.

E. Tariff Service Limitations

The Reseller must adhere to all tariff limitations for the services that are resold. The Reseller shall be responsible for ensuring that compliance with current tariff provisions is maintained by it and its users.

F. Privacy

Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited by this Tariff.

G. Common Blocks of Equipment or Facilities

Products or services which require common blocks of equipment or facilities cannot be shared between services provided by a Reseller and services provided by the Company, e.g., Multi-Serv® service, rotary (hunting) service or DID service. The service must be provided to the end user either entirely by the Reseller or entirely by the Company.

A2.19.14 Wholesale Discounts

- A.** A discount of 20.72 percent for residence accounts and 20.72 percent for business accounts will be applied to most of the rates and charges on each individual end user account. The wholesale resale rate will be determined by discounting the retail rate by the wholesale discount percentage, and will be calculated at the individual end user level. Contract Service Arrangements (CSAs) are available at a discount of **9.05** percent.
- B.** Discounts are not applicable to non-tariffed services or products, taxes or other pass through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.
- C.** Discounts will not apply to the Reseller's own administrative lines.

(C)