
A2. GENERAL TERMS AND CONDITIONS

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A2. GENERAL TERMS AND CONDITIONS

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A2.1 Application

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

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A2.2 Limitations And Use Of Service

A2.2.1 Use Of Subscriber's 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. Joint Users sharing in the use of the subscriber's service (Obsoleted 07-24-86, 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. Transient public in connection with the use of reservation service at airport terminals for use by the general public.

B. Resale of Service

Unless otherwise specified, service furnished by the Company is intended only for communications in which the subscriber or authorized user has a direct interest. Most services specified in this *Guidebook* are available for resale, except as otherwise noted in this *Guidebook*, by Competitive Local Exchange Carriers (CLECs) which are certificated by the Mississippi Public Service Commission and such services are subject to the terms and conditions specified in this *Guidebook*.

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C. Hotels or motels may provide Business Flat Rate Service, Business Message Rate Service, Business Measured Rate Service, or Area Calling Plan Service to their guests or patrons.

(M)

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.

(M)

E. Traffic Reports as described in A32.1.4.B. may be requested for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the end-user. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering is provided on a per-report basis and will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability.

(M)

F. No subscriber may use any service listed in any part of this *Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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A2. GENERAL TERMS AND CONDITIONS

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

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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 station.

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.

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A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.2.4 Accessories Provided By The Subscriber

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

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Devices provided by the subscriber to obtain quietness or privacy may be used in conjunction with the telephone instrument furnished to the subscriber by the Company, provided any such device does not involve direct electrical connection to the equipment of the Company or any change in or alteration of such equipment, or interfere with its proper functioning, or damage it in any way.

Except as otherwise provided in this *Guidebook*, nothing herein shall be construed to permit the use of a recording device, or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

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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 *terms and conditions* governing connection with subscriber provided voice recording equipment as specified in this *Guidebook*.

(T)

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 *Guidebook* shall be cause for termination of the service.

(T)

A2.2.7 Limited Communication

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

A2.2.8 Transmitting Messages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company, except where the Company transmits messages for a person with a hearing and/or speech disability using a Text Telephone (TT).

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.2.9 Unlawful Use Of Service

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

A2.2.10 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 *Guidebook*.
 3. Impersonation of another with fraudulent intent.
 4. Listening in on party line conversations.
 5. Non-payment of any sum due for exchange, long distance or other services.
 6. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing or delaying the telephone service of others.
 7. Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
 8. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service.
 9. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, Long Distance Message Telephone Service by rearranging, tampering with or making connection with any facilities of the Company, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
 10. Any other violation of the Company's *terms and conditions*.
- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- C. The Company 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 *Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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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, 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. following.

A2. GENERAL TERMS AND CONDITIONS

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

A2.2.13 Connection Of Automated Dialer And Recorded Message Player Devices

A. Subscribers who wish to use automated dialer and recorded message player devices must do so pursuant to the following terms and conditions. Automated dialer and recorded message player devices are automated equipment which incorporate a storage capability of telephone numbers to be called or a random or sequential number generator capable of producing numbers to be called and the capability, working alone or in conjunction with other equipment, to disseminate a prerecorded message to the telephone number called.

1. No person shall operate an automated dialer and recorded message player device to place a call which is received by a telephone in this state between the hours of 9:00 P.M. and 9:00 A.M. Central Time Zone.
2. No person shall operate an automated dialer and recorded message player device to place a call which is received by a telephone in this state for the purpose of persuading, inducing, or encouraging the person called to purchase any type of product or service.
3. This *Guidebook* does not apply to automated dialer and recorded message player devices which are not used to randomly or sequentially dial telephone numbers but which are used solely to transmit a message to an established business associate, customer, or other person having an established relationship with the person using the automated dialer and recorded message player devices to transmit a message, or to any call generated at the request of the recipient. (T)
4. Automated dialer and recorded message player devices may be used to place calls over telephone lines only pursuant to a prior agreement between the parties involved, by which the person called has agreed that he or she consents to receive such calls from the person calling. An automated dialer and recorded message player device may also be used when such device is operated by a person who shall do all of the following:
 - a. State the nature of the call and the name, address and telephone number of the business or organization being represented, if any.
 - b. Inquire whether the person called consents to hear the prerecorded message of the person calling.
 - c. Disconnect the automated dialer and recorded message player devices from the telephone line upon termination of the call by either the person calling or the person called.
5. No person shall connect any automated dialer and recorded message player device to any telephone line without first making written application to the Company if telephone calls through the use of such device will be placed within the Company's service area. The application shall provide the following information:
 - a. The type of automated dialer and recorded message player devices to be connected,
 - b. The time of day such telephone calls are to be placed using such device,
 - c. The anticipated number of calls proposed to be placed during the specified calling period,
 - d. The average length of a completed call, and
 - e. Additional information as the Company may require.

Upon receipt of the application for service, the Company will review the furnished information and, if it appears that calling patterns would create a traffic overload condition or the service would be detrimental to the services of other customers of the Company, the Company may deny the application or modify the application and grant the application as modified.

A2.2.14 Billed Number Screening

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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. (M)

A2.2.15 Reserved For Future Use

(M)

A2.2.16 Mississippi Relay Center Restrictions

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- A.** The following calls may not be placed through the Mississippi Relay Center: (M)
1. Calls to user-billed audiotext services such as 900 or 700 numbers and conference service calls. (M)
 2. Station sent paid calls from coin telephones (M)

A2. GENERAL TERMS AND CONDITIONS

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 Guidebook 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 terms and conditions as set forth in Section A5., "Charges Applicable Under Special Conditions", except as otherwise specified.
- D. 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 Area Calling Plan, Flat, Measured And Message Rate Service

- A. When the Area Calling Plan *and* Flat 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 Flat Rate, Measured Rate, Message Rate Service or Area Calling Plan 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. To hotel and hospital premises where Flat Rate Individual Line or PBX Trunk Service may be provided for the exclusive use of management, in addition to the Area Calling Plan, Measured or Message Service ordinarily provided in guest or patient rooms and lobbies. Flat Rate Service may be provided in guest or patient rooms, in lieu of Area Calling Plan, Measured or Message Rate Service, in addition to Flat Rate Service for management use in hotels and hospitals. Regardless of the type of service the hotel or hospital subscribes to, a guest or patient may subscribe individually to any type of service ordinarily available to residence subscribers.
2. To premises where pay telephones may properly be located;
3. To a combination of measured foreign exchange and flat rate local exchange service;
4. To services extended from one subscriber's premises to one or more other premises of the same subscriber;
5. To services of different subscribers furnished on the same premises; however, both flat and measured service cannot be connected to the same customer premises communication system;
6. To premises where Back-Up Line service may properly be located with flat rate primary line service;
7. To premises where toll terminals are located;
8. To premises where flat rate service is used for voice transmission and usage service is used for transmission of medical information only, for contingency or temporary use during service outages of the main communication system only, for lines to the subscriber's own automatic attendant or voice mail system only, for fax machines only, or for computer data communications only, and the usage lines are not part of the primary voice system at that location. It shall also apply for premises where usage service is used for voice transmission and flat rate service is used for the same purposes stated above;
9. To premises where flat rate service is used for voice transmission and the customer subscribes to a service for which the Company requires usage rated network access such as, but not limited to, MegaLink service and LightGate service.

A2. GENERAL TERMS AND CONDITIONS

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

A2.3.3 Reserved For Future Use

A2.3.4 Measured Rate Service

(C)

Where the Area Calling Plan is available, measured rate service is not offered for new installations or transfers of service to new locations. However, business subscribers to measured rate service who change to the Area Calling Plan may elect to return to measured rate service for a period of 120 days from the initial change.

A2.3.5 Application For Service

- A.** Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, terms and conditions from time to time in force and effect.
- B.** The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant whose service, in the reasonable belief of the Company, may be used by a former subscriber who is indebted to the Company 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. 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 cancelled 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.

A2. GENERAL TERMS AND CONDITIONS

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

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 situations described in B. and C. following.
- B. Business rates apply for:
 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, public, private or parochial schools, hospitals nursing homes, libraries, churches, and other institutions. For the purpose of this Guidebook, a boarding house is defined as a structure where rooms are rented or boarders taken.
 3. Service terminating solely on the secretarial facilities of a telephone answering bureau.
 4. Sharing and Resale Service (Section A27.), even though a residence client charge and residence directory listing may apply.
 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. Resort type rental property or other rental property made available for short term rental where the owner or an agent, acting on behalf of the owner, extends local exchange service to temporary occupants.^{1,2}
 7. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.
- C. Residence rates apply for:
 1. Individual lines which terminate at a private residence location for residence subscribers desiring to conduct business from their home where a business listing is not employed in the Company's **Listing Information System**. For this application, the subscriber may have up to ten (10) residence service lines per account with a limit of three (3) of those lines in a rotary or hunting arrangement. Special construction charges may be applied to recover additional costs as specified in Section A5. (T)
 2. Subscribers residing in private apartments in hotels, clubs, hospitals, boarding houses, and rental property 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. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.
- D. If 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, **where available, or the Company's Listing Information System** will remain in effect. Service charges, which apply for such changes, are quoted in Section A4. (T)
- E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4.
- F. 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.

Note 1: Existing subscribers who have ordered telephone service for use in rental property prior to April 4, 1994, with residence service rates shall be allowed to retain those rates as long as they do not order additional lines for that same property. However, effective April 4, 1994, all new telephone service ordered by subscribers for use in property that they intend primarily to rent to others shall carry business service rates.

Note 2: In addition, as of April 4, 1994, if subscribers order additional lines for existing property for rental purposes, any existing residence service rates at that property shall be converted to business service rates.

A2. GENERAL TERMS AND CONDITIONS

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

A2.3.7 Transfer Of Service Between Subscribers

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

A2.3.8 Initial Service Periods

- A. Unless otherwise specified, the initial service period for all services offered in this Guidebook is one month commencing with the date of installation of the service.
- B. For all 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 charges listed in that section of the Guidebook 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 space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

A2.3.10 Provision And Ownership Of Equipment And Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this Guidebook, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.
- 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. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

A2. GENERAL TERMS AND CONDITIONS

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

A2.3.11 Provision And Ownership Of Directories, *Where Available*

(T)

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

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

A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations

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

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

The customer may elect to provide high voltage protection by means other than a 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 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 Company 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. GENERAL TERMS AND CONDITIONS

(T)

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

(M)

A2.3.15 Work Performed Outside Regular Working Hours

The rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service performed outside the Company's regular working hours, the subscriber be required to pay, in addition to the other rates and charges specified in this *Guidebook*, those charges for subscriber requested overtime. The hourly overtime charge or fraction thereof will be computed at 1.5 times the current directly assigned Company labor rates, rounded to the nearest dollar. The appropriate hourly charge will depend on the force group performing the work.

(T)

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.
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 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, than 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 Service

The charge for a maximum period of nine months in a 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 provided in A. preceding, in service-specific Sections of this *Guidebook* and in 3. following.

(T)

Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4.

(T)

2. Centrex, ESSX-1, and PBX Systems

- a. The charge for Centrex exchange access, ESSX-1 network access registers, and PBX trunks is 50 percent of the rates regularly charged except as modified in A2.3.16.B.2.b. and c. following.
- b. The charge for a dormitory Centrex station line is four dollars for any consecutive period of suspension not exceeding 9 months. The maximum consecutive period of suspension shall be 9 months. There is no minimum suspension period. The minimum charge for the entire Centrex service for 12 consecutive months shall not be less than three-fourths of the total charge for full service during the twelve month period.
- c. In those cases where a portion of the Centrex service is suspended and application of the 50 percent and/or dormitory suspension rate results in a monthly amount lower than the minimum monthly charges, no credit is allowed toward fulfilling the initial service period.

(M1)

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A2. GENERAL TERMS AND CONDITIONS

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

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

B. Application Of Charges (Cont'd)

3. Emergency Organizations

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In order to reasonably insure prompt service in emergency situations, qualifying emergency organizations may have up to thirty (30) access lines at an individual site suspended without regard to a time limit, and at no recurring charge.

- 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.

A2.3.17 Termination Of Service

A. Termination Of Service By The Company

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

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 period, to the full Initial Service Period.
 - a. The Basic Termination Charge and the Initial Service Period are indicated in the section of this *Guidebook* covering the service items to which they apply. (T)
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. GENERAL *TERMS AND CONDITIONS*

(T)

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

A2.3.18 (DELETED)

(D)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.3.19 Reserved For Future Use

A2.3.20 (DELETED)

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 5. following.
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 connect together by the Miscellaneous Common Carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area (as defined by Part 21 of the FCC Rules) to a landline telephone or mobile unit in another Reliable Service Area (as defined by Part 21 of the FCC Rules). (T)
4. Specific administration 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 *guidebooks* of the Company as appropriate. Where the state franchise area or state authorization of the Miscellaneous Common Carrier is different than the Reliable Service Area (as defined 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. (T)(M)
5. The connection and interchange of traffic as set forth in A2.21.A.1. through 4. preceding does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service. (M)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

(M)

A2.3.22 Reserved For Future Use**A2.3.23 Reserved For Future Use****A2.3.24 Trouble Determination**

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 isolation work beyond the demarcation point.

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.

(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)**A2.4.2 Deposits**

(T)

- A.** Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months' local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. (M)
- B.** Customer deposits held for one year or more shall earn simple interest as follows: Interest earned prior to January 1, 1970, shall be computed at 4 percent per annum, interest earned after January 1, 1970, shall be computed at 6 percent per annum, and interest earned after October 1, 1980, through June 30, 1986, shall be computed at 8 percent per annum. Thereafter, interest shall accrue at a rate and a manner equal to the legal interest rate as set from time to time by the Legislature in Section 75-17-1(1) of the Mississippi Code of 1972, as amended. All accrued interest held by the Company shall be paid in cash or credited to the customer's account, on or before June 1, 1976, and every three (3) years thereafter on or before July 1, of each third year. The principal sum of the cash deposit, and any unpaid interest, shall be credited to the customer's final bill, and the excess, if any, shall be paid to the customer in cash. Deposits held for less than a full year shall earn no interest, with the following exception:

Where, in the interest of equity to all, deposits are required on all requests for service from a particular group or category of customers without regard to credit standing, interest shall be earned for any time period the deposit is held.

- C.** The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's **terms and conditions** as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company. (T)(M1)

A2. GENERAL TERMS AND CONDITIONS

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

A2.4.3 Payment For Service

- A. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or 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.
- 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. Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears. 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 non-payment of charges, it will be restored only as provided in Section A4.
- D. When the service has been disconnected for non-payment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- E. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for non-payment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for non-payment of any such or other charges due and unpaid or for the violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for non-payment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for non-payment of such account or of any other past due account.
- F. Returned check/bank draft
An administrative charge will be applied by the Company to the subscriber's account each time a check or bank draft is not accepted by the subscriber's financial institution on which it is written.

- 1. Returned check/bank draft

	Rate	USOC
(a) Each	\$30.00	NA

- G. A termination charge may apply as described in A2.3.17.C.
- H. A late payment charge of **\$9.75** will apply to each residence subscriber's bill with an unpaid balance greater than \$5.00 (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of all new charges on the subscriber's previous month's bill have not been paid in full prior to the next billing date. A late payment charge or fee of two percent will apply to each business subscriber's total undisputed unpaid balance for new charges (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of all new charges on the subscriber's previous month's bill has not been paid in full prior to the next billing date. The two percent late payment charge will apply to all new undisputed charges on a subscriber's previous month's bill that were not paid prior to the next billing date.

The late payment charge shall not apply for Mississippi state, local, or municipal government agencies.

Federal Government customers are exempt from late payment and/or interest charges.

- I. Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments (see Section A4). An installment Billing Service Fee may apply as specified in Section A4. A late payment charge, as specified in A2.4.3.H. may be applied to the overdue new charges on the subscriber's previous month's bill which were not paid prior to the next billing date at the time the installment payment plan is established.

(1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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 outage continues in excess of twenty-four hours from the time it is reported to the Company, except as otherwise specified in this *Guidebook*. For the purpose of administering this *term and condition*, every month is considered to have thirty days.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)**A2.4.5 Tax**

In the event a municipality, county or other political subdivision of the State of Mississippi imposes upon, or collects or receives from, the Company, any license, occupation, franchise, privilege, inspection or other similar tax or fee, or collects or receives any payment from the Company based upon an increase in any other tax, fee or assessment ratio, of whatever nature or kind, whether in a lump sum, or at a flat rate, or based on receipts, or based on property value, or based on poles, wires, conduits or other facilities, or otherwise, the amount of such tax, fee or payment, to the extent not included as a part of the cost of furnishing services, shall be added to the sales price of the Company's service and billed, insofar as practical, pro rata to the Company's customers receiving local service within the municipality, county or other political subdivision collecting such taxes or receiving such payment.

(T)

A2.4.6 Reserved For Future Use**A2.4.7 Reserved For Future Use****A2.4.8 Variable Term Payment Plan****(DELETED)**

(D)

A. General

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

(T)

(T)

(T)

(M)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

B. Definitions

(T)

ADDITION

(M)

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

(M)

CONVERSION

(M)

Removal of a customer's installed system and replacement with a different system, under terms specified in service *guidebooks*.

(T)(M)

DOWNGRADE

(M)

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

(T)(M)

EXTENSION

A *guidebook* enumerated period of time over which the customer agrees to pay a specified rate for a service upgrade.

(T)

LICENSE FEE

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

MINOR EQUIPMENT MODIFICATIONS

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

(T)

PAYMENT PERIOD

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

REARRANGEMENT AND CHANGE OF SERVICE

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

RELEASE

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

REMOVAL

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

RENEWAL

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

UPGRADE

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

(T)

VERSION

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

(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

C. Application Of Rates And Charges

(T)

1. The monthly rate applicable at the time a customer subscribes to a service under the Variable Term Payment Plan is not subject to Company initiated change during any optional payment period longer than one month. (M)
2. Installation, service establishment, service order and any other nonrecurring charges are to be paid in full at the time of installation. (M)
3. Move charges will apply for customer-requested relocation of an installed service from one premises to another or within the same premises. (M)
4. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in the service *guidebooks*. The *guidebook* provisions concerning termination liability shall be inapplicable to any state, county or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: (T)
 - a. a statute;
 - b. an ordinance;
 - c. a policy directive; or
 - d. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the *guidebook* shall apply.
5. A service order charge will not apply when a customer, upon expiration of his selected payment plan, reverts at the instance of the Company to current *guidebook* rates for the month to month option. A service order charge will apply when a customer, prior to or at the expiration of his selected payment period, resubscribes to a *guidebook* payment plan or reverts at his request to the month to month option. (T)
6. Recurring rates and installation, termination, service establishment, service order, and other nonrecurring charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan, and filed elsewhere in this *Guidebook*. (T)

D. Maintenance

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

(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

E. Additions To Existing Systems

(T)

1. Additions can be made to an existing system at the customer's option, and the payment of rates and charges in the currently effective *guidebooks* for such service will be applied. (T)(M)
2. At the customer's option, unless otherwise specified in the service *guidebook*, additions may be paid for over the remainder of the existing system's payment period, and be added onto the existing agreement, providing at least 30 days remain in the customer's existing payment period. The addition and installed system payment periods will then have a common expiration date. The charge(s) for the addition(s) will be the current filed rate(s) for the equipment for the same payment period as the installed system's existing payment period. If the installed system's payment period is not in the current *guidebook*, the rate charged for the addition will be that of the next shorter filed payment period. (T)(M)
If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period. (M)
3. For service added subsequently the customer may also select, from those currently available in the *guidebook*, a different payment period of equal or shorter length than the time remaining in the period selected for the existing installed service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing installed service. (T)
When the addition and the existing installed service's expiration dates differ, the customer must select a new payment period for the addition (at the time of its expiration) according to the terms and conditions stated in A2.4.8.E.2. preceding or in this section.
4. Coterminous additions to upgraded service will be charged at the current rates for the payment period equal to the installed service's existing payment period, excluding any extension period. The charges will be applicable for the remainder of the existing payment period, including any extension period.
Additions to upgraded services may also be ordered for payment periods shorter than or equal to the payment period existing prior to the addition at the current rates for the selected period.
5. Termination charges for premature disconnection of the added service will apply for service agreements longer than one month.
6. Additions are exempt from Company initiated rate changes for all payment periods longer than one month.
7. Installation, service order, service establishment and any other nonrecurring charges, as specified in the service *guidebooks*, will apply to the added service. (T)

(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

F. Upgrades

(T)

1. Allowable upgrades to services offered by the Company are specified in the individual *guidebooks* currently in effect for offerings under the Variable Term Payment Plan. (T)(M)
2. A customer who elects to upgrade an installed service during the service's existing payment period will have that payment period extended by an amount of time related to the particular upgrade as specified in the service *guidebook*. The upgraded service will then have a new expiration date. (T)(M)
3. Additions made at the time a service is upgraded may, at the customer's request be paid over the existing (including extension) payment period unless otherwise specified in service *guidebooks*. (T)(M)

The rates for added service will be those for a time period equivalent to that of the payment period prior to the upgrade. If the payment period for the customer's current payment period has been discontinued in the *guidebook* at the time of the upgrade, the new service will be billed at rates applicable for the next shorter payment period in the current *guidebook*. The total rates charged for the upgraded service over the extended payment period will be the current *guidebook* rates for any new service plus the rates already being billed for service installed before the upgrade and continuing in service. (T)(M)
4. When new service is not added to the existing (excluding extension) payment period, the customer must choose a currently available payment period of equal or shorter length than the time remaining in the current (excluding extension) payment period. Current rates would apply for the selected payment period for the new service, and rates already being billed prior to the upgrade would be charged for service previously installed and continuing in service. The new service may then have a different expiration date than the installed service. (M)

When the new service and the existing service's expiration dates differ, the customer must select a new payment period for the service added (at the time of expiration) in upgrading the system according to the terms and conditions stated in A2.4.8.E.3. preceding or in this section.
5. A customer on the one-month payment period may elect to upgrade; however, the payment period will not be extended.
6. The new service is exempt from Company initiated rate changes for all payment periods longer than one month.
7. Termination charges will apply to service disconnected prior to expiration for all payment periods longer than one month.
8. Installation, service order, service establishment and other nonrecurring charges, as specified in the service *guidebooks*, will apply to any new service. (T)

G. Conversions

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

H. Removals

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

(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

- I. Downgrades** (T)
- Allowable downgrades for installed services are specified in service *guidebooks*. (T)(M)
 - A customer has the option to place any new service on a coterminous payment period at the time of the downgrade, unless otherwise specified in the service *guidebook*. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for service remaining at the customer's premises after the downgrade will not be affected. (T)
 - When a coterminous payment period is not chosen, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining to the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new service may then have a different expiration date from the service which remained after downgrading. (T)
When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time when service was downgraded according to the terms and conditions in A2.4.8.I.2. preceding of this section.
 - Termination charges do not apply for existing service which becomes part of the downgraded service. Termination charges do apply for service removed in downgrading.
 - Installation, service order, service establishment, and other nonrecurring charges will apply to any new service which must be added new to existing service being downgraded, as enumerated in service *guidebooks*. (T)
- J. Releases**
- New releases of software will be offered to a customer on Company initiative at no additional charge and will include corrections to software deficiencies.
 - No charges apply to any central office hardware changes necessitated by a new release.
- K. Versions**
- Termination charges do not apply for the removal or deletion of software versions, unless otherwise specified in service *guidebooks*. (T)
 - A new version may result in a higher monthly charge.
 - All version replacements requiring central office hardware changes will be *guidebook* enumerated, under specific service headings. (T)
 - Appropriate charges will apply for central office hardware changes resulting from version changes, as specified in A2.4.8.C., E.5., E.7., F.7., F.8., G.4., and G.5. preceding and elsewhere in this *Guidebook*. (T)
- L. Moves and Rearrangements of Service**
- Moves of Service (Lapse-in-Service)
 - Within *Company territory* in Mississippi (T)
 - The customer may arrange to have service moved within the same premises or to different premises leased or owned by the customer on a lapse-in-service basis at charges based on estimated costs without interruption or change of Variable Term payments.
 - Nonrecurring charges as specified in the *guidebook* for services covered by the Variable Term Payment Plan will not be applicable. Service Connection Charges for the Exchange Telephone Services and other connecting services will be applicable at the new location. (T)
 - Billing for the original location will apply through the date service is disconnected. The first bill rendered after service is reestablished will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment period will be unaffected. (M1)
 - Complete arrangements or services must be moved in lieu of individual components, where components are dependent on host units for operation, unless otherwise specified in service *guidebooks*. Where components operate independently and are covered by individual *guidebook* charges, the customer may select units to be moved and units to be terminated from the agreement, subject to any restrictions(s) in service *guidebooks*. (T)(M1)
 - Transfer of service between two customers within four months of a lapse-in-service move is not permitted. (M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

L. Moves and Rearrangements of Service (Cont'd)

1. Moves of Service (Lapse-in-Service) (Cont'd)

b. Between Exchanges of *the Company* in Mississippi and Bell Operating Companies in other States

(M)

(T)

Customer requests for lapse-in-service moves between exchanges of a Company in different states or between exchanges of two Bell Operating Companies in the same or different states will be provided under the same conditions as described preceding, in A2.4.8.L.1.a. except as follows:

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

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

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

- (2) *Guidebooks* for the same service and payment periods must exist in both states or Companies at the time of the move. If *guidebooks* exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Company. The new period must be of an equal or longer length than the time remaining in the current selected period, subject to the conditions covered in A2.4.8.N., "Requests for Changes in Length of Optional Payment Periods", following.

(T)

2. Moves of Service (In-Service)

An in-service move under the plan will be considered a termination of service with applicable termination charges. The customer will be required to select a currently available payment period, including applicable one-time charges.

3. Rearrangement and Change of Service

(M1)

Relocation of installed cables, wires, or equipment will follow interjurisdictional or intrajurisdictional move provisions as appropriate. Substitution of installed cables, wires or other equipment will follow the minor equipment modifications, additions, removals, upgrades, downgrades or conversion policies as appropriate, depending on the type of substitution requested.

(M1)

4. Minor Service Modifications

(M1)

Minor service modifications are identified in service specific *guidebooks*. The length of the customer's existing payment period is unaffected by these modifications. Ordinarily, minor service modifications do not affect the customer's monthly bill. A service order and installation or other nonrecurring charge will apply to each minor service modification.

(T)(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

M. Change Of Jurisdiction

(M)

(T)

Under certain conditions involving changes in service, a Variable Term Payment Plan customer's service will require change of jurisdiction from intrastate to interstate tariffs/*guidebooks* or vice-versa, even though the service location may not be changed.

(T)

The following provisions may apply to changes of jurisdiction when the service location is not changed. However, the concepts may be used for reclassification of services at the time of a move.

(T)

1. Billing for the original jurisdiction will apply through the date of jurisdiction change. Billing for the new jurisdiction will begin on the next day.

The rates applicable for the new jurisdiction will be those in effect for new customers. Customers changing service to the jurisdiction (*AT&T Mississippi* in Mississippi) will have stability against Company-initiated changes in rate levels for the remainder of the payment period.

(T)

2. Nonrecurring charges will not apply, either for the services subscribed to under the Variable Term Payment Plan or for connecting services, unless they are being installed at the time of the change in jurisdiction of existing services. Service ordering charges will apply if stipulated by the tariff/*guidebook* in the new jurisdiction.

(T)

3. Tariffs/*guidebooks* for the same service and Variable Term Payment Plan periods must exist in both jurisdictions at the time of the change. If tariffs/*guidebooks* exist for the same service but the lengths of the payment periods in the new jurisdiction are different, the customer must select a new payment plan period with a length equal to or longer than the remaining time in the existing payment period, subject to the conditions covered in A2.4.8.N., "Requests for Changes in Length of Optional Payment Periods", following.

(T)

N. Requests For Changes In Length Of Optional Payment Period

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

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

(M1)

(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

(M)

O. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the current payment period, any period available under the VTPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the payment period.
2. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in service *guidebooks*. If the customer has no additional service commitment and, upon termination, the service will not be subject to any termination charge. The one-month service will be subject to Company initiated rate adjustments. (T)
3. If the customer does not elect an additional payment period and does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the one-month payment period under the terms described in A2.4.8.0.2. preceding.
4. If the expiration date for any service differs from the installed service's existing expiration date, the customer must choose a new payment period for the item (at the time of expiration) according to the terms and conditions as specified in A2.4.8.E.3., E.4., F.3., F.4., I.2., I.3., and N. preceding.

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

(T)

P. Transfer Of Service

Service may be transferred to a new customer at the same location, except as prohibited in A2.4.8.L.1.a.(5) preceding, upon prior written concurrence by the Company and payment of a transfer charge by the new customer as specified in service *guidebooks*. The new customer will be subject to all provisions currently reflected in the service agreement. (T)

Q. Concession Service

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

R. Failure Of Service

(T)(M1)

In the event that a failure of service is of greater than 24 hours' duration, the Company's liability will be limited to a credit adjustment of monthly billing for the time "out-of-service," prorated on a per diem basis. A 30-day month will be assumed for purpose of proration. The expiration date of the payment period remains unchanged. (M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

(M)

A2.4.9 Economic Development Incentive Waivers and Discounts

- A. For the purpose of this **Guidebook** offering, the term "permanent business enterprise" means a business enterprise that is primarily engaged in manufacturing, processing, warehousing, distribution, wholesaling, research and development, air transportation and maintenance facilities, final destination or resort hotels having a minimum of 150 guest rooms, recreational facilities, movie industry studios, telecommunications enterprises, data or information processing enterprises, computer software development enterprises or any technology intensive facility or enterprise. This term shall not include business enterprises for the transportation, handling, storage, processing or disposal of hazardous waste. This term shall also not include government, educational institutions, utilities, retail (including but not limited to restaurants, laundry services, fast food operations, etc.) and seasonal operations.

(T)

- B. For the purpose of this **Guidebook** offering, the following terms shall apply:

(T)

1. The term "Tier Three" shall mean the twenty-eight counties in this State having a combination of the highest unemployment rate and lowest per capita income for the most recent thirty-six month period with equal weight being given to each category.
2. The term "Tier Two" shall mean the twenty-seven counties in this State having a combination of the next highest unemployment rate and next lowest per capita income for the most recent thirty-six month period with equal weight being given to each category.
3. The term "Tier One" shall mean the twenty-seven counties in this State having a combination of the lowest unemployment rate and the highest per capita income for the most recent thirty-six month period with equal weight being given to each category.

These areas shall be specifically ranked and designated each year by the Mississippi State Tax Commission pursuant to the authority and direction contained in the Mississippi Code Annotated, Section 57-73-21 (Supp. 2001).

- C. Waivers and discounts shall be applicable to the following:

Any eligible business in a "Tier Three" that increases its net number of full-time employees by ten or more within a twelve-month period which must occur after March 22, 2001.

Any eligible business in a "Tier Two" that increases its net number of full-time employees by fifteen or more within a twelve-month period which must occur after March 22, 2001.

Any eligible business in a "Tier One" that increases its net number of full-time employees by twenty or more within a twelve-month period which must occur after March 22, 2001.

1. Business enterprises will be eligible to receive the waiver of charges listed for newly ordered services, other than Special Service Arrangements, Contract Service Arrangements, local usage charges and long distance services (i.e.; MTS and WATS), which the business enterprise can demonstrate to be related directly to the increased employment.
 - a. 100 percent credit or refund of normal service deposits if the business enterprise has established a satisfactory credit rating after twelve months of service or a 100 percent waiver if the business enterprise agrees to a multiyear contract.
 - b. All service connection/installation charges for applicable services (excludes inside wiring) shall be credited to the customer's account after services have been in place for twelve months or a 100 percent waiver if the business enterprise agrees to a multiyear contract.

(T)

In order to receive such waiver of charges, the business enterprise will be required to certify that it has met the requirements of this **Guidebook** offering as well as the requirements of the Mississippi Code Annotated, Section 57-73-21 (Supp. 2001).

(T)(M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

A2.4.9 Economic Development Incentive Waivers and Discounts (Cont'd)

C. Waivers and discounts shall be applicable to the following: (Cont'd)

2. Business enterprises will be eligible to receive the discounts listed below for those newly ordered services, other than Special Service Arrangements, Contract Service Arrangements, local usage charges and long distance services (i.e.; MTS and WATS), which the business enterprise can demonstrate to be related directly to the increased employment. The discount shall be applicable for twelve months beginning the thirteenth month after the service installation date.
 - a. Business enterprises in "Tier Three" will be eligible for a fifty percent discount.
 - b. Business enterprises in "Tier Two" will be eligible for a twenty-five percent discount.
 - c. Business enterprises in "Tier One" will be eligible for a twelve and one-half percent discount.

(M)

(T)

In order to receive such discounts, the eligible business will be required to certify that it has met the requirements of this *Guidebook* offering as well as the requirements of the Mississippi Code Annotated, Section 57-73-21 (Supp. 2001).

(T)

- D. When the application for service is made, the applying business must advise the Company of their intent to receive the discounts and waivers afforded by this *Guidebook*. (T)
- E. Where a county is designated during one calendar year as either a "Tier Three", "Tier Two", or "Tier One" area but is not so designated by the Mississippi Tax Commission during a succeeding year, the eligible business shall continue to receive the discount originally designated in C. preceding, for the full twelve-month period, provided the business otherwise remains eligible for the discount.
- F. The purpose of this *Guidebook* offering is to complement and supplement the public policy of this State as set forth in the Mississippi Code Annotated, Section 57-73-21 (Supp. 2001). If any eligible business certifying that it is eligible to receive the waivers and discounts set forth herein is subsequently determined not to be eligible for the tax credit created by the Mississippi Code Annotated, Section 57-73-21 (Supp. 2001) that business shall not be eligible for any waiver of discount under this *Guidebook* offering. Upon such occurrence, the business shall immediately cease to be eligible and may be required to provide deposits, pay applicable service connection/installation charges, and pay the full undiscounted *guidebook* charges for any services received pursuant to this offering. (T)

Any business certifying that it is eligible for the waivers and discounts contained herein shall agree, as a condition of receiving the waivers and discounts, to provide proof satisfactory to the Company of its eligibility under the Mississippi Code Annotated, Section 57-73-21 (Supp. 2001).

A2.4.10 Payment Plans And Options For Contract Services

A. General

1. The *terms and conditions* specified herein are applicable to specific services as indicated in each service's respective section of this *Guidebook*. (T)
2. Services furnished under Payment Plans for Contract Services (PPCS) are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as noted herein. (T)
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period.

Payment periods for services provided under PPCS will be described in the services' specific *guidebook* section. The following is an example of payment periods offered. (T)

 - a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
 - b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
 - c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply. (M1)
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months. (M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

(M)

B. Application of Rates and Charges

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

C. Termination Liability Charge

1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *Guidebook*. (T)

D. Additions

1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in B. preceding.
2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in E. following.

E. Disconnects

1. When a service or rate element, included under a PPCS arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in the rate *terms and conditions* in this *Guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
2. When a *guidebook* service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction Termination Liability Charges will not apply when: (T)
 - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - the service orders are for the same customer at the same location.

F. Moves of Equipment

1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *Guidebooks* are applicable. This type movement will not affect the contract period. (T)
2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following. (M1)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

(M)

G. Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
 - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.
 - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) A termination charge applies for the remaining portion of former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A service charge will not apply.

H. Renewal Options

1. The customer has the following renewal options:
 - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this *Guidebook*. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments. (T)
 - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
 - d. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.
2. Service charges are not applicable for services renewed under the PPCS. Any new rate elements added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options. (T)
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

H. Renewal Options (Cont'd)

6. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a PPCS arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

I. Transfer of Service

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

(T)

J. Deferred Payment

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

(T)

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

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

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

K. Prepayment

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

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

L. Exception To Termination Liability For State, County, And Municipal Governments

(See A2.4.8)

(T)

M. Moves of Service(s) under PPCS

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

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

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

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

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability Of The Company

A2.5.1 Service Irregularities

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

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A2.5.2 Use Of Facilities Of Other Connecting Carriers

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

A2.5.3 Indemnifying Agreement

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

A2.5.4 Defacement Of Premises

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

A2.5.5 Period For The Presentation Of Claims

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

A2.5.6 Equipment In Explosive Atmosphere

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

A2. GENERAL TERMS AND CONDITIONS

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

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

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 injuries or claims of any character including death which arise out of, are related to, or are in any way associated or connected with the use of customer-provided equipment, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company which are caused by customer-provided equipment, or not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

A2.5.9 Listing Errors And Omissions

- A. The Company's liability for damages arising from errors in or omissions of listings in its directories, *where available, otherwise in the Company's Listing Information System* 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, *where available, otherwise in the Company's Listing Information System* 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. (T)
- B. 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, *where available, otherwise in the Company's Listing Information System* or during the period that the directory assistance records remain in error after notice to the Company by the subscriber. (T)
- C. 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 (DELETED)

A2.5.11 Application Testing

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 initial 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. The specific quantity of each service that may be utilized in an application test without charge is listed in the specific guidebook for that service or as specifically set forth in a Special Service Arrangement agreement for a service not available in the guidebook which meets the criteria set forth in this Application Testing offering. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company.
- 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 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.
 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. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test.
 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

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

A2. GENERAL TERMS AND CONDITIONS

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

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A2.5.12 Limitation of Liability

A. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this *Guidebook*. 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.

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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

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.

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.

A2.6 Reserved For Future Use

A2.7 Obligation Of The Company

A2.7.1 Obligation To Furnish Service

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

A2. GENERAL TERMS AND CONDITIONS

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A2.8 Reserved For Future Use

A2.9 Reserved For Future Use

A2.10 Special Promotions

A2.10.1 Terms and Conditions

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- A. The Company may offer, at its discretion and at anytime, special promotions waiving the recurring and/or nonrecurring charges of new and/or existing services and/or products for limited periods of time (usually 60 days). Subject to the availability of products, services and facilities, the Company will make special promotions available to all subscribers meeting classification of service and/or service area eligibility criteria for each special promotion. Each subscriber so meeting eligibility criteria will have an equal opportunity to participate in such special promotions.
- B. Upon initial availability within a particular area (central office) of features found in A13.9, A13.19, A13.34 and A13.47, 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 may not be used by any entity concurring in or providing services pursuant to this *Guidebook* except under an express written license agreement with **AT&T** Intellectual Property.

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A2.12 Reserved For Future Use

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 initial service and provided as part of Line Connection Charge in A4. (Other specifically requested Network Interface Jacks are billable subject to the charges in Section A14.) A Network Interface will be installed on the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the Network Interface is at the point of minimum penetration on the customer's premises (see A15.1.3.C.) which would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.
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. in addition to the appropriate Service Charge as specified in Section A4.
8. The rates and charges for the Exchange Access Line do not include the Company maintenance of customer premises inside wire and/or jacks.
9. The Company owned inside wiring and/or jacks maintained by the customer remains the property of the Company.

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A2. GENERAL TERMS AND CONDITIONS

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

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B. Responsibility of the Customer

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

A2. GENERAL TERMS AND CONDITIONS

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A2.14 Customer Agents

A2.14.1 General

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

A2.14.2 Responsibility of the Agent

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

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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

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A2. GENERAL TERMS AND CONDITIONS

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A2.16 Checks for Unauthorized Devices**A2.16.1 General**

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- A. At the subscriber's request, the Company shall check the subscriber's telephone line for the presence of unauthorized listening or recording devices attached to the line for the purpose of listening to or recording the subscriber's communications without permission. This will involve testing the line for an electrical fault between the central office and the Network Interface. The absence of an electrical fault will not necessarily mean that there is no unauthorized device on the line. It is possible that advanced technological devices might not be detectable by the Company's tests. (M)
- B. Upon receipt of the subscriber's request, the Company will, at no charge to the subscriber, test the line between the central office and the Network Interface to determine if an electrical fault is present. If no electrical fault is detected, the Company shall notify the subscriber that no trouble was found.
- C. If an electrical fault is detected during the central office testing, the Company will dispatch a technician to the subscriber's premises, with the concurrence of the subscriber, at no charge to the subscriber. During the visit, the technician will inspect only the Company's facilities from the serving terminal to the Network Interface for any unauthorized devices attached to the subscriber's line. No facilities on the subscriber's side of the Network Interface will be inspected during the visit.
- D. If no trouble is detected during the central office testing, and the subscriber requests that a technician be dispatched to the premises for further testing, the subscriber will be notified that the appropriate charges for premises work in Section A4. will apply if no unauthorized device is found. During the visit, the technician will inspect only the Company's facilities from the serving terminal to the Network Interface for any unauthorized devices directly connected to the subscriber's line. No facilities on the subscriber's side of the Network Interface will be inspected during the visit. (T)
- E. If no unauthorized device is found at the premises, the subscriber will be advised that no unauthorized device was found. If the line fault was caused by normal service hazards, the technician will clear the problem, at no charge, and the subscriber will be notified that the problem was cleared.
- F. If an unauthorized device is found on the subscriber's line, the technician will not disturb or remove the device unless it poses a hazard to the network. The subscriber will not be charged for the visit, and the matter will be referred to the Company's Security Organization for further investigation.
- G. The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line. The Company's liability, if any, 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, shall not exceed an amount equal to the premises work charges incurred by the subscriber in accordance with Section A4. (T)

A2.17 Reserved For Future Use**A2.18 (DELETED)**

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A2. GENERAL TERMS AND CONDITIONS

A2.18 (DELETED) (Cont'd)

A2.19 Reserved for Future Use

A2.20 Bundle Offer

A2.20.1 General

A Bundle Offer is a combination of services offered as a package, whether at a single price or with the availability of the price for one contingent on the purchase of the other(s). A Bundle Offer may be comprised of any telecommunications service(s) offered by the Company in combination with one or more of the following components:

1. A non-telecommunications service offered by the Company,
2. An AT&T affiliate's telecommunications or non-telecommunications service, and
3. A non-affiliated third party provider's service.

A2.20.2 Terms and Conditions

- A. A Bundle Offer shall be made available to customers subject to availability of products, services and facilities and subject to a customer meeting the eligibility criteria for a specific Bundle such as classification of service or service area.
- B. A Bundle Offer may be implemented at the Company's discretion.
- C. The Company's guidebook stand-alone retail components of a Bundle Offer are available to end user retail customers at the guidebook price and are available for resale at the guidebook price minus the applicable wholesale discount. A Bundle Offer itself shall not be available for resale.

A2.21 Cost Assessment Charge (CAC)

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

	Monthly Rate	USOC	
1. Cost Assessment Charge (CAC)			
(a) Each Local Exchange Service line			
Residence	\$0.18	C8RCC	(R)
Business	5.28	C8RCD	
(b) Each Primary Rate ISDN (PRI)	26.40	C8RCE	
(c) Each PBX trunk	47.52	C8RCG	
(d) Each Centrex Station line	5.28	C8RCD	
(e) Each Basic Rate ISDN (BRI)			
Residence	0.18	C8RCC	(R)
Business	5.28	C8RCD	
(f) Transport services	7.00%	NA	
BellSouth Metro Ethernet Service			