SBC Long SBC Long Distance, LLC
d/b/a SBC Long Distance
d/b/a AT&T Long Distance
Janet Vader, Associate Director Regulatory
5850 W. Las Positas Blvd.
Pleasanton, California 94588

Issued: November 29, 2006
Effective: December 12, 2006

PRICE LIST APPLICABLE TO

INTEREXCHANGE SERVICES

WITHIN THE STATE OF IDAHO

PROVIDED BY

SBC Long Distance, LLC
d/b/a SBC Long Distance
d/b/a AT&T Long Distance

All references to SBC Long Distance, LLC, SBC Long Distance, Inc., and Southwestern Bell Communications Services, Inc. are to be considered interexchangeable for the purposes of these tariff schedules.

Idaho P.U.C. No. 9 replaces in its entirety Idaho P.U.C. No. 7
currently on file with the Commission.

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

C - Changed regulation

D - Discontinued rate or regulation

I - Increase

M - Matter relocated without change

N - New rate or regulation

R - Reduction

S - Reissued matter

T - Change in text, but no change in rate or regulation

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PRICE LIST FORMAT

A .Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are added to the Price List from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B .Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.

C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
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D. Check Pages - When a Price List filing is made with the Commission, an updated check page accompanies the Price List filing. The check page lists the pages contained in the Price List with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Affiliated CLEC: A CLEC with which the Company has any of the following relationships: (1) owns or controls it; (2) is owned or controlled by it; or (3) is under common ownership with it.

Affiliated LEC: A LEC with which the Company has any of the following relationships: (1) owns or controls it; (2) is owned or controlled by it; or (3) is under common ownership with it.

Aggregation: The combining of a Customer's total usage across multiple BTNs into a group for the purpose of determining a common usage rate for call(s) associated with the individual BTNs.

Aggregation ID: Aggregation Identifier. Tags which BTNs are to be combined in a grouping.

Airline Mileage: The distance in mileage between two serving Wire Centers whose position is specified by industry standards.

ANI: Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming toll free service calls.

Applicant: Any entity or individual who applies for Service under this Price List.

Area of Service: The specific area(s) from which toll free calls will be allowed on a given TFS Number as decided by the Customer subscribing to that TFS Number.

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Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Price List or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

BAN: Billed Account Number.

Bandwidth: The total frequency band, in Hertz, allocated for a Channel.

Billing Hierarchy: A billing arrangement which allows Customer to set up a payment, rating, and discounting structure to assist with communication expense management by grouping communication expenses by region, business unit, organization, etc. The Customer is able to designate various invoice points throughout the hierarchy.

Blocking: A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

BTN: Billed Telephone Number. May consist of one or more WTNs.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

Business Optional Calling Plan: Long distance Service offerings available to Business Applicants or Business Customers. Includes but is not limited to High Volume Calling Plans (and plans targeted to small businesses. T T

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CAP: Competitive Access Provider.

CARE: Customer Account Record Exchange.

Carrier Common Line Charges: The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

Casual Caller: A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Centrex/Plexar®: A central office based switching service that provides the user with the ability to intercommunicate among stations at the user's premises while also providing station access to local exchange service dial tone and long distance service and many optional features and functions associated with sophisticated Customer Premises equipment.

Circuit or Channel: A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

Commission: Idaho Public Utilities Commission or any succeeding agency.

Company: SBC Long Distance, LLC, d/b/a SBC Long Distance, d/b/a AT&T Long Distance.

Company-Provided: The switching, transmission, and other related telecommunications or computer equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

Corporate BAN: The highest level BAN on a hierarchy, is always an invoice BAN.

Credit Card: Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

CSR: Call Screen Routing.

(D)

Customer: A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Price List.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

DACC: Directory Assistance Call Completion.

Data Services: Communication Services which are designed to allow the transfer of formatted information between points. Data Services include but are not limited to Private Line Service, Frame Relay Service, and ATM Service.

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Direct-Dialed: A call placed by the caller without operator assistance (either live or automated).

Diversity: Customer-designated routing which indicates a Customer-designated departure from the primary route, usually with physical separation.

DS1: Digital Signal level One. Composed of twenty-four 64 Kbps Channels with a throughput capacity of 1.544 Mbps. Also called T-1.

DS3: Digital Signal level Three. Composed of 28 DS1 Channels and operating at 44.736 Mbps. Also called T-3.

DTMF: Dual Tone Multi Frequency. A term describing push button or Touchtone dialing. When one pushes a button on a push button pad, it makes a tone of one high frequency and one low frequency, therefore, named Dual Tone Multi Frequency.

DTMF Cut-Through: The capacity of a voice response system to receive DTMF tones while the voice synthesizer is delivering information.

D

End User: The person or legal entity which uses the Service provided by the Company.

Enterprise Billing: A feature of AT&T Long Distance Toll Free[SM] Service which enables a Customer to have all or a portion of a toll free call billed to the termination point (telephone line) to which a toll free call is routed. T

Equal Access: Enables the Customer to place long distance calls without the need to first dial a special code.

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F.C.C.: Federal Communications Commission or any succeeding agency.

Flat Rate: Charging a rate per minute irrespective of the distance the call is carried or the time- of-day or day-of-week the call is placed.

Group 2 Toll Free Access Numbers: 800-877-0000, 877-722-2141, 800-522-2020, 800-330-2323, 800-221-2212 and other Toll Free Numbers determined by the Company to be billed as a Group 2 Toll Free Access Number.

Hertz: A unit of frequency equal to the cycle per second.

High Volume Calling Plans (HVCP): Long distance Service offering available to Business Customers that typically have more than twenty (20) lines, multiple locations, and multiple BTNs. Allow BTNs for Aggregation for Total Revenue Commitment.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

InterLATA: Any call or transmission that originates in one LATA and terminates in a different LATA.

International: Involving two or more nations.

IntraLATA: Any call or transmission that originates in one LATA and terminates within the same LATA.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Price List.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

JustCall[SM]: A service mark of AT&T Intellectual Properties

Kbps: Kilobits Per Second. One thousand Bits per second.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgment.

LEC: Local Exchange Carrier.

LIDB: Line Information Data Base. A data base that contains all valid telephone numbers in a region and the necessary information to perform billing validation. (D)

Local Access: The service between a subscriber's premise and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

MAC: Minimum Annual Commitment.

Mbps: Megabits per second. Million Bits per second.

MMC: Minimum Monthly Commitment.

Modification of Final Judgment: The judicial opinion United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

MOU: Minutes of Use.

MRC: Monthly Recurring Charge.

MTM: Month-to-Month.

MTS: Message Telecommunications Service.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

North American Dialing Plan: The method of dialing in the public network of North America (i.e. 1+NPA-NXX-XXXX).

NPA: Numbering Plan Area. More commonly referred to as an area code.

NXX: The first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

Off-Net: A location where the Company's primary Third Party Vendor does not have facilities.

On-Net: A location where the Company's primary Third Party Vendor has facilities.

Operator Toll Assistance Services: Enable callers to place calls from their presubscribed telephone line or when away from their established primary Service location with the ability to bill the call with alternate billing options. Calls may be fully automated or may require the assistance of an operator. Operator Toll Assistance Services are also known as alternate billed services.

OTC: One Time Charge.

Out of Term: Rates and charges which apply to Customers with an out of term agreement, or which are applied when a term plan agreement has ended and no new term plan agreement has been signed.

PBX: Private Branch Exchange.

(D)

(D)

Plexar®: A registered trademark of AT&T Intellectual Properties

PIC: Primary Interexchange Carrier.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Postalized: Charging a Flat Rate per minute irrespective of the distance the call is carried. Stems from the fact that the United States Post Office also charges a Flat Rate irrespective of how far it carries the mail (within the country).

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POTS Number: Plain Old Telephone Service Number. The 10-digit telephone number associated with basic local exchange service.

Private Line: Discrete communication Bandwidth dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

Private Line Service: Full duplex transmission/transport service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

PSTN: Public Switched Telephone Network. The worldwide voice telephone network with access to all those with telephone and access privileges.

P.U.C.: Public Utility Commission.

Rate Center: A specified geographical location used for determining mileage measurements.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

Residential Customer: A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Resp Org: Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

SBC Phone Solution Complete for Business: A local service provided by Company.

Service: Any or all services provided pursuant to this Price List.

Service Acceptance Date: The date service is first established on the Business Optional Calling Plan Customer agrees to.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

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Simply Talk℠ 5 Cents: A service mark of AT&T Intellectual Properties

Small Business Optional Calling Plans: These plans are targeted to Business Customers with less than twenty (20) lines. Small Business Optional Calling Plans are available to Business Customers with a single BTN that do not have more than one location. Customers subscribing to Small Business Optional Calling Plans may receive a single bill from the Company for local and long distance services.

SMS/800: 800 Service Management System. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This system is used by Resp Orgs to manage and administer SMS/800 records.

SMS/800 Help Desk: The organization that administers the SMS/800 system for the centralized management of toll free numbers.

SMS/SCP: Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions downloaded from the SMS/800.

Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the F.C.C. Rules and Regulations.

State: State of Idaho.

Station-to-Station: Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Switched Access: A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

Switched Services(s): Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

TFS: AT&T Long Distance Toll Free℠ Service. T

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Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

Total Revenue Commitment: The dollar commitment the Customer makes to the Company under the Customer's term plan agreement for the total length of the term plan. The Total Revenue Commitment is calculated by totaling the following dollar amounts as applicable (a) for a Business Optional Calling Plan with a MAC, the MAC times the number of years of the term plan agreement; (b) for a Business Optional Calling Plan with a MMC, the MMC times the number of months of the term plan agreement; and (c) for a Business Optional Calling Plan with a MRC, the MRC times the number of months of the term plan agreement.

(D)

(D)

Toll Free Number: A telephone number associated with a Customer's AT&T Long Distance Toll Free^{SM} Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service also known as AT&T Long Distance Toll Free^{SM} Service: A reverse-billed Service that permits calls to be completed without charge to the calling party.

Transmission Speed: Denotes the line or Channel speed in Bits per second.

Under-Utilization Fee (UUF): A one-time charge applicable when the Customer fails to meet revenue commitments of the Customer's Term Plan Agreement.

Voice Grade Equivalent: Includes Centrex, Plexar,

V&H: Vertical and Horizontal geographic coordinates.

VIP: Volume Incentive Plan.

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Wire Center: A specified geographical location used for determining mileage measurements.

WTN: Working Telephone Number.

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2.1 Application of the Tariff

2.1.1 This Tariff contains the description, regulations, and rates applicable to intrastate InterLATA and Intrastate intraLATA telecommunications Service offered by the Company with principal offices located at 208 South Akard Street, Dallas, Texas 75202. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. The Company operates as a reseller. Unless otherwise indicated in this Tariff, Service is available on a statewide basis. T

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill request for Service, and the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available.

In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.

2.2.2 Except for calls from Casual Callers, all Switched Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering. Unless otherwise indicated in this Tariff, intrastate Switched Services are not offered on a stand-alone basis. Unless otherwise stated in this Tariff, the method of provisioning a specific Service is determined by the Company.

2.2.3 Without incurring liability, the Company reserves the right to discontinue Service, or to limit the use of Service when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff. The Company may regularly review any Customer's toll usage in order to protect itself from fraudulent or excessive usage by high-risk Customers or Customers who are delinquent in their payments. When the Company determines that the usage volume increases the likelihood that a particular Customer will not pay or will be unable to pay for usage, the Company may implement its toll blocking process. Customers (D)
will be provided notification of the limit placed upon their toll usage pursuant to the (D)
establishment of credit, indebtedness of Service, and toll restrictions provisions of this Tariff.

2.2.4 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 Pursuant to Rule 303 of the Telephone Customer Relation Rules of the Commission, the Company may, without notice, terminate Service without liability include, but are not limited to:

(A) Dangerous Conditions - A condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.

(B) Ordered To Terminate Service - The Company is ordered to terminate Service by any court, the Commission, or any other duly authorized public authority.

(C) Services Obtained Illegally - The Service(s) were obtained, diverted or used without the authorization or knowledge of the Company.

(D) Customer Unable to be Contacted - The Company has tried diligently to meet the notice requirement of Rule 304 of the Telephone Customer Relation Rules of the Commission, but has been unsuccessful in its attempt to contact the Customer affected.

(E) Misrepresentation of Identity - The Customer has misrepresented the Customer's identity for purposes of obtaining Service and has no or an inadequate security deposit on file the Company and has an outstanding bill exceeding one hundred ($100).

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.6 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

(A) use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,

(B) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Price List or of any laws, government rules, regulations, or policies; or

(C) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

(D) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or

(E) Customer's or End User's misuse of the DUC's network; or

(F) Customer's or End User's use of the DUC's network for any fraudulent or unlawful purpose; or

(H) Emergency, threatened, or actual disruption of Service to other Customers; or

(I) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or

(J) Abandonment of the Customer's Premises served; or

(I) Insufficient or fraudulent billing information.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

(A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or

(B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or

(C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or

(D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.

2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Price List is prohibited except as authorized by applicable federal, state, and local laws.

2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this Price List, all Toll Free Services described in this Price List are available on a statewide basis.

2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service requirements such as special routing, route Diversity, alternate access, or Circuit conditioning.

2.2.15 Except for Operator Toll Assistance Services, Service(s) in this Price List are not available for coin or semi-coin telephone stations unless otherwise indicated for a specific Service offering.

2.2.16 Reserved for future use

2.2.17 The Company does not generally provide echo suppression. However, for Toll Free Service or outbound Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.

2.2.18 The Company reserves the right to add, change, or delete Services at any time.

2.2.19 Reserved for future use.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3 of this Price List in connection with the provision of Service to the Customer.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Price List, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Price List, whichever is applicable, or the sum of $10,000. The liability of the Company for gross negligence shall be limited to and shall in no event exceed $10,000.

2.3.4 Reserved for future use.

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within three (3) years after an invoice is rendered by the Company for the call or Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed $1,000.

2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Price List, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

(A) Unavoidable interruption in the working of transmission facilities; or

(B) Natural disasters such as storms, fire, flood, or other catastrophes; or

(C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or

(D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or

(E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or

(F) Explosions, vandalism, cable cut or other similar occurrences; or

(G) Preemption of existing Services to restore Service(s) in compliance with the F.C.C.'s rules and regulations; or

(H) Any failure to provide or maintain Service under this Price List due to circumstances beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Price List. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

(A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.

(B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.

(C) Any failure to provide or maintain Service under this Price List due to circumstances beyond the Company's reasonable control.

(D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.

(E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

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2.3 Limitation of Liability (continued)

2.3.15 (continued)

(F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.

(G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(H) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Price List.

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2.3 Limitation of Liability (continued)

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

2.3.17 The above language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.3.18 Reserved for Future Use (T)
(D)

2.4 Use of Service

2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive intrastate InterLATA and intrastate IntraLATA calls.

2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Price List not withstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.

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2.4 Use of Service (continued)

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Price List either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

(A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

(B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Price List.

(C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

(D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

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2.4 Use of Service (continued)

2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice of its intent to terminate Service.

2.4.6 Service provided to Residential Customers pursuant to this Price List may not be used to transmit data.

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2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

(A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.

(B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Price List, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.

(C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service(s) provided under this Price List, any Circuit, apparatus, system or method provided by the Customer.

(D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(E) Violations by Customer or End User of the right to privacy.

(F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.

(G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.

(H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, 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 Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.

(I) Reserved for Future Use (T)
(D)

(J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.

(L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

(M) Any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's Circuits, facilities, or equipment connected to Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate Service(s).

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2.5 Obligations of the Customer (continued)

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Price List will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Price List and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, or any Operator Toll Assistance billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public. (D)

2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Price List or if the Customer cancels Service pursuant to Section 2.19 of this Price List, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Price List and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Price List unless specified otherwise herein. Also see Section 2.17 of this Price List for additional information regarding the Customer's obligations concerning taxes.

2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Price List or if the Customer cancels Service pursuant to Section 2.19 of this Price List, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Price List.

2.5.11 Reserved for future use (T)
(D)
(D)

2.5.12 Reserved for future use

2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.14 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Price List, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Price List and for the payment of all assessments, duties, fees, surcharges, taxes, or similar liabilities whether charged to or against the Company or the Customer. This includes but is not limited to amounts the Company is required by governmental, quasi-governmental, or other entities to collect and/or to pay to designated entities. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover these amounts. Unless specified otherwise herein, if an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Customer's Service, that entity's charges may be passed through to the Customer. The Customer is responsible for the payment of all such charges.

2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Price List, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.

2.5.18 Reserved for Future Use (T)
(D)

2.5.19 If Service is suspended, the Customer will be responsible for the payment of all MRCs until Service is disconnected.

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2.6 Obligations of a Reseller

2.6.1 The terms and conditions of this Price List, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Price List may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Termination of Service will be in compliance with Commission rules. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company. Also see Section 2.20 of this Price List.

2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).

2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.

2.6.4 In addition to the other provisions in this Price List, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.6 n addition to the other provisions in this Price List, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

2.6.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

(A) Inform the subscriber of the unauthorized change in long distance service providers; and

(B) Ensure that the subscriber's service is returned to the long distance service provider of choice; and

(C) Pay all applicable charges.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services

2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. For example, the Company may require the Customer to execute a letter of agency, service agreement, RespOrg agreement, contract, etc. depending on the Service(s) selected by the Customer. Service may be initiated based on written or oral agreement between the Company and the Customer. The Company reserves the right to require an Applicant to sign an application for the Service desired, on a form provided by the Company, as a condition for establishing Service. Applications for Service will be accepted by the Company provided that the Service is available, and the Company has no reason to believe the Customer will not comply with the provisions of this Price List. The Company will also accept an oral application from a Customer for additions to or changes in existing Service. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Price List, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Price List.

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2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. Where a Customer becomes delinquent in (D)
payments, a new credit limit may be established that is lower than the Customer's
initial credit limit. In the event a Customer's established credit limit is exceeded, or (D)
in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including 1+, 0+, and all 900/976/700/500 calls until the Customer (D)
makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service.

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2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Price List. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Price List may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Price List. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

(C) Interest on Deposits

If applicable, the Company will pay interest on deposits according to the rules and regulations of the Commission.

(D) Return of Deposit

A deposit will be returned:

-When an application for Service has been canceled prior to the establishment of Service; or

-At the end of one year of satisfactory payments for Service; or

-Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The Company reserves the right to require an advanced payment from Customers and Applicants who, in the Company's judgment, present an undue risk of nonpayment. Such advanced payment may be required instead of or in addition to a security deposit. The Company shall be authorized to apply such advanced payments against any Service charges incurred by the Customer. The advanced payment shall be equal to or less than estimated installation charges. Advance payment requirements may be increased or decreased by the Company as it deems necessary in the light of changing conditions. The Company may alternatively require such Customers and Applicants to authorize credit card billing for advance payments as described in Section 2.9 of this Price List. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

(A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;

(B) Customer's ability to demonstrate adequate ability to pay for the Service;

(C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;

(D) information relating to Customer's management, owners, and affiliates (if any); and

(E) the Applicant's or Customer's actual long distance usage (for Data Services, the actual Date Service charges).

The Company does not pay interest on advance payments.

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2.9 Rendering Bill

2.9.1 General

(A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to two (2) years in arrears.

(B) The Company uses LEC billing. The Company may also utilize direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.

(C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

(D) Reserved for future use T D

(E) Credit card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With credit card billing, charges for Services provided by the Company are billed on the Customer's designated and approved credit card. Should the Customer cancel or change their designated credit card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill; call detail will be provided by the Company in a separate mailing. D

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

(F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). Monthly recurring charges continue to accrue during any suspension of Service until Service is disconnected. A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.

(G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. D

D

(H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.

(I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Price List, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

(J) Depending on where and under what name the Company provides Service, the Company's applicable business name will precede the tariffed service name on the Customer's bill.

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2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) LEC Billing

.1 The Company utilizes LEC billing. With LEC billing, the Customer's charges for the Company's Services are billed on a separate page from the Customer's bill for local service or local toll service. Call detail is available with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

.2 A Customer subscribing to outbound Service(s) that are LEC-billed may have multiple WTNs reported on the same BTN. A Customer subscribing to TFS may have multiple TFS Numbers associated with the same BTN.

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2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(B) Other Billing Arrangements

.1 Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check which should be made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of $5.00 or 1.5% per month, whichever is greater. The one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

.2 Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on five (5) days verbal or written notice to last know address/contact, and the Customer shall be responsible for any and all early termination fees.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(C) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(D) Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Bill detail will be provided by the Company in a separate mailing.

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2.9 Rendering Bill (continued)

2.9.3 Special Bill Detail For Customers With MAC/MMC

For Customers that commit to a MAC or an MMC, the Customer's master bill will contain:

(A) the Customer's MAC or MMC revenue commitment;

(B) number of accounts used towards the MAC/MMC;

(C) the length of the term plan, if applicable, and the term plan agreement end date;

(D) year-to-date cumulative dollar revenue applicable to the MAC; and

(E) current period cumulative dollar revenue applicable to the MAC/MMC.

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SECTION 2 - RULES AND REGULATIONS

2.10 Disputed Charges

2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within three (3) years after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.

2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Price List. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may request the Commission to investigate the charges. The Commission may be contacted at 472 W. Washington, Boise, ID 83720-0074, 1-800-432-0369. The Company will not terminate Service or collect interest on an amount that is in dispute.

2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

2.11 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to the appropriate office. The Customer may also contact the Company's Customer Service Department by calling toll free, 800-511-5100. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers using Credit Card billing or (D)
automatic withdrawal from the checking or savings account, the Company's Customer Service (D)
address and toll free number are provided with the Customer's bill detail.

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2.12 Mileage Measurements

2.12.1 The mileage between rate centers is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10. Calculation between Serving Wire Centers is based on V and H coordinates as obtained by reference to NECA FCC Tariff No. 4. The mileage for a call between Access Lines associated with stations that use the same rate center is one mile. If Feature Group B is used, the distance will be measured from the rate center of the tandem location or network site to which the Feature Group B line is connected. If Feature Group D access is used, the distance will be measured from the rate center of the calling number.

2.12.2 Airline mileage between service locations is calculated as follows:

FORMULA:

The square root of: $\frac{(V1-V2)^2 + (H1-H2)^2}{10}$

Where V_1 and H_1 are the V and H coordinates of point 1 and V_2 and H_2 are the coordinates of point 2.

Mileage is rounded up to an integer value to determine the airline mileage.

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2.13 Timing of Calls

2.13.1 Unless otherwise indicated in this Tariff, on Station-to-Station calls and on Direct-Dialed calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin. (D)

(D)

2.13.2 Unless otherwise indicated in this Tariff, chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator. (T)

2.14 Rate Periods

Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. All times shown are local time at the calling station in the case of an outbound call and at the called station in case of an inbound toll free call.

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2.15 Determining Rate In Effect

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For AT&T Long Distance Toll Free[SM] Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. If a call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period. When a message spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. T T

2.16 Application of Charges

2.16.1 Rounding

Each usage sensitive Switched Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Price List. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes. The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of $.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

2.16.2 BTN Account Changes

(A) Discounts

A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

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2.16 Application of Charges (continued)

2.16.3 Monthly Recurring, Optional Feature or One-Time Charge

(A) If Service is provided for less than a billing cycle, all associated intrastate monthly recurring charges will be prorated for the time Service was provided to the Customer.

(B) For Customers subscribing to intrastate Service as an add-on to the Company's interstate service, the applicable interstate monthly recurring, optional feature or one-time charges are specified in the Company's interstate Voice Product Reference and Pricing Guide which may be found at http://www.att.com/servicepublications and are paid in lieu of intrastate monthly recurring, optional feature or one time charges. T

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2.17 Taxes, Surcharges, and Fees

2.17.1 General

In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. The Company may impose a surcharge on its Customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. For Switched Services, these taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Price List.

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2.17 Taxes, Surcharges, and Fees (continued)

2.17.2 `Tax Exemption Certificate

(A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.

(B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.

.1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.

.2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.

(C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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2.18 Interruption of Service

2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Price List regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Price List. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

2.18.4 For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.1 of this Price List. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

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2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

(A) Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).

(B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.26 of this Price List.

2.19.2 Customer Replaces An Order For Special Facilities T
If a Custome orders Service requiring special facilities dedicated to the Customer's use and T
(2) subsequently cancels its order before Service begins, before completion of the minimum T
Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

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2.20 Termination of Service By Company

2.20.1 The Company may terminate Service to the Customer upon five (5) days' verbal or written notice to the Customer for any condition listed in Section 2.2.6 of this Price List. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company. Service will not be terminated by the Company when a complaint is pending with the Commission or if the Customer and the Company have entered into a payment plan agreement.

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

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2.22 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX, key system, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.23 Notices

2.23.1 Any notice the Company may give to a Customer will be by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Company. Except as otherwise provided by these rules or in a signed agreement, any notice from the Customer may be given by the Customer or the Customer's authorized representative to the Company orally or by written notice mailed to the Company.

2.23.2 Any notices provided by Company pursuant to this Price List are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

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2.24 Reserved for Future Use (T)

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2.25 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans following natural or man-made disasters which affect Service.

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2.26 Revenue and Term Plan Commitments

2.26.1 General

(A) The terms and conditions for qualifying for each specific offering are described in Section 3 of this Tariff. Business Customers subscribing to one of the Company's High Volume Calling plans are required to sign term plan agreements.

(B) By committing to a MAC or an MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of an MMC.

(C) By making a term plan commitment, the Customer commits to remain a Customer of Company for a specified length of time. Only 1+ outbound and AT&T Long (T)
Distance Toll Free[SM] Services usage rates will remain in effect for the life of the term (D)
plan agreement. Unless otherwise indicated in this Tariff, all other rates, MRCs,
NRCs, and per call charges for the Company's Operator Toll Assistance Services, (D)
Directory Assistance Services, and any applicable payphone and other third-party pass through charges, regulatory fees, and surcharges are subject to change during the term of the agreement.

.1 High Volume Calling Plans

At the end of the term plan agreement, if the Customer does not renew their current term plan agreement, nor cancel Services, the Company will revert the term to the original term plan rates on a month-to-month basis unless otherwise indicated in this Tariff.

.2 Small Business Optional Calling Plans

All term agreements will automatically renew on the first day after the initial or any renewal term has expired at the then current rates for the small business optional calling plan defined in Section 4.7 of this Tariff.

Unlimited plans will remain in effect and the term will automatically renew until either: (a) canceled or changed by the Customer; (b) the Customers terminates Service with the Company; (c) the Company no longer offers this plan to new Customers or to existing Customers moving to new locations or changing the number of access lines[1, 2] under the BTN to which this plan applies; or (d) the Company notifies the Customer this plan is no longer available for auto-renewal; whichever occurs first.

[1]This service not offered under this Tariff.
[2]Access Line[1] changes apply to unlimited small business optional calling plans only.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC

(A) Customer Subscribes To Any of The Company's High Volume Calling Plans

Revenue associated with any of the Company's High Volume Calling plans contribute towards meeting the MAC or MMC as described below. If a Customer subscribes to other inbound or outbound Services, the revenue will not be counted when calculating whether or not the Customer has met the MAC or MMC commitment for High Volume Calling. (D) (D)

.1 A MAC or MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:

.a 1+ outbound domestic usage;

.b domestic inbound usage and usage charges associated with Canadian AT&T Long Distance Toll Free[SM] Service;

.c Reserved for future use; (T) (D)

.d Reserved for future use;

.e Reserved for future use;

.f Reserved for future use; and

.g any credits associated with a qualified usage item.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans (continued)

.2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MAC or MMC.

.3 For Customers subscribing to outbound Service with one BTN, all qualified usage generated under all of the Customer's WTNs billed under that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN. For Customers subscribing to TFS with one BTN, all qualified usage generated under all of the Customer's TFS Numbers associated with that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN.

.4 For selected Services, a Customer with multiple BTNs can group those BTNs together into one Aggregation ID such that all usage within this group can be combined. See Section 2.27 of this Price List for explanation of Aggregation ID.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC

(B) Calculation of MMC for Customers Subscribing To Small Business Optional Calling Plans

This section applies to Customers that subscribes to any of the Small Business Optional Calling Plans, except those Small Business Optional Calling Plans referred in Section 2.26.2 (C) of this Price List. If a Customer subscribes to other inbound or outbound Services, the revenue will not be counted when calculating whether or not the Customer has met the MMC commitment associated with the optional calling plan. (T)(D) (D)

.1 An MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:

.a 1+ outbound domestic and International usage;

.b domestic inbound usage and usage charges associated with Canadian AT&T Long Distance Toll Free^{SM} Service;

.c Reserved for future use; and (T)

(D)

.d any credits associated with a qualified usage item.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(B) Calculation of MMC for Customers Subscribing To Small Business Optional Calling Plans (continued)

.2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MMC or MAC.

(C) Calculation of MMC for Customers Subscribing To Small Business Optional Calling Plans With A15@ in its Name

This section applies to Customers that subscribes to the Business Domestic Saver or any Small Business Optional Calling Plan with the number A15@ (e.g. Business Domestic Saver 15, etc.) in its name. The rules and regulations for the calculation of MMC are the same as those described in Section 2.26.2 (B) of this tariff except International usage does not contribute to meeting the MMC.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Under-Utilization Charges

(A) Calculation of UUF, Revenue Commitment Shortfall, Current Term Plan Agreement

If a Customer subscribing to any of the Company's High Volume Calling Plans (HVCP), remains on the same HVCP but fails to meet its MAC, the Customer will be billed the difference between the actual usage and the unmet MAC within two (2) billing cycles of the Customer's yearly anniversary date.

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D

(B) Unmet MMC without Term Plan

.1 If a Customer subscribing to any of the Company's Business Optional Calling Plans fails to meet its MMC in any given billing month, the Customer will be billed the difference between the actual usage revenue and the unmet MMC within two (2) billing cycles of the billing period in which the shortfall occurred.

.2 Customers subscribing to any of the Company's High Volume Calling plans and committing to an MMC will be given up to a three (3) month period for usage ramp up before any under-utilization charge is assessed. If a Customer subscribing to any of the Company's High Volume Calling plans subscribes to an MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the ramp up period.

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2.26 Revenue and Term Plan Commitments (continued)

2.26.4 Customer Changes (T) (D)

(A) Customers that subscribe to any of the Company's High Volume Calling Plans with a MAC or MMC combined with a term plan agreement and who wish to: (a) change MAC or MMC; (b) change the length of a term plan agreement; or (c) change their Calling Plan to any other High Volume Calling Plan; must cancel their current term plan agreement and agree to a new term plan agreement with new begin/end dates unless otherwise indicated in this Tariff. (C) (C)

The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer agrees to replace some or all of their existing service with Internet Protocol (IP) service, Wireless, or any functionally equivalent service from an Affiliate of the Company for the purpose of placing outbound and/or inbound live voice communications outside of the customer's local calling area. (C) (C)

(B) When a Customer cancels an existing term plan agreement and signs a new term plan agreement for the same or different Business Optional Calling Plan with a MAC or MMC from the Company, a UUF may apply. The UUF is equal to the lesser of the following and applies if the dollar value is greater than zero: (C) (C)

.1 the difference between the dollar value of the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan and the dollar value of the Customer's Total Revenue Commitment for its new term plan agreement, or

.2 50% of the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan agreement that is being cancelled at the request of the Customer.

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