

CASE NO. ATT-T-24-01

Ronald L. Williams, ISB No. 3034  
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Attorneys For AT&T Corp. and AT&T Enterprises, Inc.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF JOINT  
APPLICATION OF AT&T CORP. AND  
AT&T ENTERPRISES, INC. FOR  
ISSUANCE OF A NEW CERTIFICATE OF  
PUBLIC CONVENIENCE AND  
NECESSITY TO AT&T ENTERPRISES,  
INC. AND CANCELLATION OF EXISTING  
CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY HELD  
BY AT&T CORP.

Case No. \_\_\_\_\_

APPLICATION FOR APPROVAL OF  
ISSUANCE OF A NEW CERTIFICATE  
OF PUBLIC CONVENIENCE AND  
NECESSITY AND CANCELLATION OF  
PRIOR CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY

Pursuant to the Rules of Procedure of the Idaho Public Utilities Commission (“Commission”), IDAPA 31.01.01.114 (IPUC Rule 114), AT&T Corp. and AT&T Enterprises, Inc. (collectively, the “Applicants”), seek Commission approval of the issuance of a new Certificate of Public Convenience and Necessity to AT&T Enterprises, LLC,<sup>1</sup> to provide the same

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<sup>1</sup> AT&T Enterprises, Inc. will undergo a nearly simultaneous name change to AT&T Enterprises, LLC following the merger described in this Application. Therefore, the prayer for relief requests that the new Certificate name AT&T Enterprises, LLC as the relevant utility going forward as of May 2, 2024. See Paragraphs 1 and 2 for additional explanation.

telecommunications services, including local exchange telecommunications services, in Idaho as now provided by AT&T Corp. (a “Certificate”), and subsequent cancellation of the existing Certificate held by AT&T Corp., (Second Amended Certificate No. 295; the “Existing Certificate”), in connection with the Applicants’ internal corporate restructuring described below (the “Internal Restructuring”).

The Applicants submit that the approval requested by this Application is in the public interest. Because Applicants will complete the Internal Restructuring by May 2, 2024, Applicants request that the Commission grant the relief requested in this Application on an expedited basis.

Finally, the Applicants request that this Application be processed by modified procedure.

Please serve all notices and communications with regard to this Application upon:

<p><b>Ronald L. Williams</b>, ISB No. 3034 <b>Brandon Helgeson</b>, ISB No. 11615 HAWLEY TROXELL ENNIS &amp; HAWLEY LLP 877 W. Main Street, Suite 200 P.O. Box 1617 Boise, ID 83701-1617 Telephone: 208.344.6000 Facsimile: 208.954.5253 rwilliams@hawleytroxell.com bhelgeson@hawleytroxell.com</p>	<p><b>Richard T. Howell</b> Regulatory Relations Manager AT&amp;T Services, Inc. 208 S. Akard St. Dallas, TX 75202-4206 Telephone: 469-657-6722 rh2514@att.com</p> <p><b>Trey LaMair</b> Senior Legal Counsel AT&amp;T Services, Inc. 816 Congress Ave., Suite 1100 Austin, TX 78701 Telephone: 737-207-5366 lamair@att.com</p>
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**I. BACKGROUND REGARDING RESTRUCTURING AND POST-MERGER/CONVERSION CORPORATE STRUCTURE**

1. AT&T Inc., the parent company of Applicants, is undertaking the Internal Restructuring to streamline its corporate structure, resulting in greater operational efficiencies.

The project involves converting certain subsidiaries (including AT&T Corp.) from corporations to

limited liability companies and changing the internal ownership structure of those entities. Due to the inability to convert a corporation directly to a limited liability company under New York law (where AT&T Corp. is incorporated), the conversion of AT&T Corp. will involve a two-step process (a merger with AT&T Enterprises, Inc., a Delaware corporation, followed by a conversion to a limited liability company), as described below.

2. An AT&T Inc. subsidiary known as AT&T Enterprises, Inc. was recently incorporated in Delaware and qualified with the Secretaries of State to do business in all relevant jurisdictions, including Idaho. AT&T Enterprises, Inc. is a wholly-owned subsidiary of AT&T Inc. AT&T Corp. will merge with and into AT&T Enterprises, Inc. with AT&T Enterprises, Inc. as the surviving entity. As a result of the merger, AT&T Corp. will cease to exist. Shortly after the merger, AT&T Enterprises, Inc. will convert from a Delaware corporation to a Delaware limited liability company, changing its name to AT&T Enterprises, LLC. The effective date of the merger will be May 1, 2024, and the effective date of the conversion will be May 2, 2024. On or about May 2, 2024, the Idaho Secretary of State qualifications of AT&T Enterprises, Inc. will be updated to reflect the conversion to AT&T Enterprises, LLC, and the qualifications of AT&T Corp. will be withdrawn. Importantly, the ultimate ownership of this entity by AT&T Inc. will not change.<sup>2</sup> A pre-merger graphic of AT&T Corp. and a post-merger graphic of the corporate structure of AT&T Enterprises, LLC is attached hereto as **Exhibit 001**.

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<sup>2</sup> In connection with the merger of AT&T Corp. with and into AT&T Enterprises, Inc. and the conversion of AT&T Enterprises, Inc. to AT&T Enterprises, LLC, as a result of a purely internal ownership change, AT&T Enterprises, LLC will become a fourth-tier, wholly-owned subsidiary of AT&T Inc. and a direct, wholly-owned subsidiary of AT&T Wireline Holdings, LLC, as shown on Exhibit 001 to this Application.

## II. SUMMARY OF INTERNAL RESTRUCTURING

3. AT&T Corp., a New York corporation, is certificated as a competitive local exchange carrier (“CLEC”) and interexchange carrier (“IXC”) to provide telecommunications services in Idaho, including basic exchange services, under the Existing Idaho PUC Certificate No. 295.<sup>3</sup> AT&T Corp. is a wholly owned subsidiary of AT&T Inc.

4. AT&T Enterprises, Inc. is a Delaware corporation and is registered with the Idaho Secretary of State. AT&T Enterprises, Inc. is a wholly-owned subsidiary of AT&T Inc.

5. AT&T Corp. will merge with and into AT&T Enterprises, Inc. with AT&T Enterprises, Inc. as the surviving entity. AT&T Corp. will cease to exist after the Internal Restructuring is completed. The effective date of the merger will be May 1, 2024.

6. Following completion of the merger, AT&T Enterprises, Inc. will convert from a Delaware corporation to a Delaware limited liability company. The effective date of the conversion will be May 2, 2024.

7. On or about May 2, 2024, AT&T Enterprises, Inc. will update its Foreign Registration Statement with the Idaho Secretary of State to reflect the conversion to AT&T Enterprises, LLC. The Idaho Secretary of State qualification of AT&T Corp. will be withdrawn at that time. AT&T will supplement this filing with a copy of the updated Foreign Registration Statement promptly after its availability.

8. This Internal Restructuring will be seamless to customers. The only change customers will see is the service provider’s name on their AT&T bill. Customers’ services, prices, terms, and conditions for those services will not be affected.

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<sup>3</sup> Dated October 11, 2012, IPUC Case No. ATT-T-12-01.

### III. APPLICATION AND COMMISSION REQUIREMENTS

Pursuant to IDAPA 31.01.01.114, Applicants provide the following information in support of its application for a new Certificate issued to AT&T Enterprises, LLC:

#### A. Applicants' Name, Address, Form of Business.

9. AT&T Enterprises, Inc. intends to continue providing the same telecommunications services, including CLEC and IXC services, as are currently provided by AT&T Corp.

10. AT&T Enterprises, Inc. is a Delaware corporation.

11. AT&T Enterprises, Inc. has its headquarters at 208 S. Akard Street, Dallas, Texas 75202. Phone number: (210) 821-4105.

12. AT&T Enterprises, Inc.'s Certificate of Incorporation in Delaware is attached as **Exhibit 002**.

13. AT&T Enterprises, Inc.'s officers and directors can be reached at the company's principal office at 208 S. Akard Street, Dallas, Texas 75202. The officers and directors and their titles are identified on **Exhibit 003** to this Application. Upon conversion of AT&T Enterprises, Inc. to an LLC, AT&T Enterprises, LLC will be manager-managed and have two (2) managers who serve as the "governors." As of the date of this filing, Applicants anticipate the two governors, also identified in **Exhibit 003**, will be Darrell Guy and Sabrina Sanders.

14. AT&T Enterprises, Inc. is a subsidiary of AT&T Inc., a publicly traded company.

15. AT&T Enterprises, Inc. is licensed to do business in Idaho. A copy of AT&T Enterprises, Inc.'s certificate of registration from the Idaho Secretary of State to transact business in Idaho is attached as **Exhibit 004**. A copy of AT&T Enterprises, Inc.'s certificate of good standing issued by the Delaware Secretary of State is attached as **Exhibit 005**. AT&T Enterprises,

Inc.'s registered agent for service of process in Idaho: CT Corporation System, 1555 W. Shoreline Drive, Suite 100, Boise, ID 83702.

16. AT&T Inc. owns 100% of the economic interest of AT&T Enterprises, Inc. AT&T Inc. is a publicly traded company and has 100% control over AT&T Enterprises, Inc.

**B. Services and Territory**

17. At the conclusion of the contemplated transactions and conversions, AT&T Enterprises, LLC (as the ultimate surviving subsidiary of the Internal Restructuring) will have the same customer classes, customer services, service territory assets, operating systems, and personnel as the currently certificated AT&T Corp. The Internal Restructuring is purely an internal corporate transaction, undertaken for the purpose of reorganizing and simplifying the current corporate structure of AT&T Inc.

**C. Financial Information Regarding AT&T Enterprises, Inc.**

18. It is not anticipated that the proposed transaction will have any effect on the capital structure of AT&T Inc. or AT&T Enterprises, LLC, as the surviving subsidiary after the Internal Restructuring. AT&T Inc.'s most recent financial reports are available at <https://investors.att.com/financial-reports/annual-reports/2022>.

**D. Tariffs and Price Lists.**

19. This Internal Restructuring will have no effect on the rates, terms, or conditions under which AT&T provides its services in Idaho. No tariffs will change as a result of these transactions other than a change in the name of the provider. Illustrative tariff and price lists under the name of AT&T Enterprises, LLC are attached to this application as **Exhibit 006**.

**E. Tariff and Customer Contact.**

20. The following person is responsible for consumer inquiries and complaints from the public, including the toll-free number for customer inquiries:

AT&T Customer Service  
1-800-222-0300  
Att\_Regulatory\_Referrals@amcustomercare.att-mail.com

21. Contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs:

Kimberly Williams  
AT&T  
1025 Lenox Park Blvd, NE  
Floor 3  
Atlanta, GA 30319  
Office: (678) 917-2030

**F. Interconnection Agreements.**

22. To the extent that AT&T Corp. has entered into Interconnection Agreements with third parties in Idaho for the provision of telecommunications services, AT&T Enterprises, LLC will continue to abide by the existing agreements and will negotiate name change amendments upon completion of the Internal Restructuring and file any such amendment with the Commission.

**G. Compliance with Commission Rules**

23. AT&T Enterprises, Inc. has reviewed the Commission rules and agrees that it and AT&T Enterprises, LLC will comply with all applicable rules.

**H. Conservation of Telephone Numbers.**

24. AT&T Enterprises, Inc. acknowledges that to the extent AT&T Corp. utilizes telephone number resources in Idaho, AT&T Enterprises, Inc./AT&T Enterprises, LLC shall be subject to numbering conservation measures including mandatory one thousand (1,000) block pooling. AT&T Enterprises, LLC will evaluate its numbering resources and donate to the

numbering resource pool unused one thousand (1,000) number blocks and one thousand (1,000) number blocks that have fewer than ten percent (10%) of the telephone numbers assigned for required rate centers with less than 75% utilization. Applicable carriers shall also file the necessary utilization reports with the number administrator and semi-annual report to their number resource utilization/forecast (NRUF) data at the one thousand (1,000) block level for each rate center within their service territory.

#### **IV. REQUEST TO ISSUE NEW CERTIFICATE**

25. Applicants request that the Commission grant a new Certificate to AT&T Enterprises, LLC to provide telecommunications services in Idaho as described herein, in the same manner and same service area as AT&T Corp. under the Existing Certificate. In the alternative, Applicants request that the Commission grant a new Certificate to AT&T Enterprises, Inc. to provide telecommunications services as described herein, with conditional approval of an amendment to the Certificate for a name change to AT&T Enterprises, LLC upon adequate documentation of the name change being provided to the Commission. In addition, upon issuance of a new Certificate, Applicants request that the Existing Certificate of AT&T Corp. be cancelled to effectuate the Internal Restructuring.

#### **MODIFIED PROCEDURE**

26. Applicants believe a hearing is not necessary to consider the issues presented in this Application and respectfully request that it be processed by modified procedure, using written submission rather than a hearing, under the Commission's Rules of Procedure 201 through 210.

#### **CONCLUSION**

Applicants respectfully request that the Commission enter an order:

1. Authorizing this matter to be processed by modified procedure.



2. Granting a new Certificate authorizing AT&T Enterprises, LLC to provide telecommunications services to the same extent authorized under AT&T Corp.'s Existing Certificate,

3. Granting such other relief as the Commission deems just and reasonable.

HAWLEY TROXELL ENNIS & HAWLEY LLP

Dated: February 23, 2024.

By

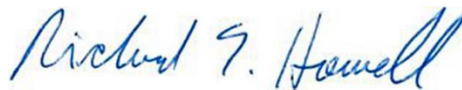


Ronald L. Williams, ISB No. 3034  
Brandon Helgeson, ISB No. 11615  
Attorneys For AT&T Corp. and AT&T  
Enterprises, Inc.

#### VERIFICATION

I have read the foregoing Application of Joint Applicants AT&T Corp. and AT&T Enterprises, Inc. for Approval of Issuance of a New Certificate of Public Convenience and Necessity and Cancellation of a Prior Certificate of Public Convenience and Necessity, and the statements contained therein are true and correct, to be best of my knowledge and belief.

Dated February 23, 2024



Richard T. Howell  
Regulatory Manager—AT&T Services, Inc.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I caused to be served a true copy of the foregoing APPLICATION FOR APPROVAL OF ISSUANCE OF A NEW CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND CANCELLATION OF PRIOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY by the method indicated below, and addressed to each of the following:

Commission Staff  
Commission Secretary  
Idaho Public Utilities Commission  
11331 W. Chinden Blvd., Bldg. 8, Suite 201-A  
Boise, ID 83714  
[secretary@puc.idaho.gov](mailto:secretary@puc.idaho.gov)

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- E-mail
- Facsimile
- iCourt

Richard T. Howell  
Regulatory Relations Manager  
AT&T Services, Inc.  
208 S. Akard St.  
Dallas, TX 75202-4206  
[rh2514@att.com](mailto:rh2514@att.com)

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- E-mail:
- Facsimile
- iCourt

Trey LaMair  
Senior Legal Counsel  
AT&T Services, Inc.  
816 Congress Ave., Suite 1100  
Austin, TX 78701  
[lamair@att.com](mailto:lamair@att.com)

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- E-mail:
- Facsimile
- iCourt

Dated: February 23, 2024.



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Ronald L. Williams, ISB No. 3034  
Brandon Helgeson, ISB No. 11615

## **LIST OF EXHIBITS**

- EXHIBIT 001** Current and Post-Internal Restructuring Corporate Organization Structure Charts
- EXHIBIT 002** AT&T Enterprises, Inc.'s Certificate of Incorporation in Delaware
- EXHIBIT 003** AT&T Enterprises, Inc.'s Officers and Directors / AT&T Enterprises, LLC's Managers Post-Conversion
- EXHIBIT 004** AT&T Enterprises, Inc.'s Certificate of Authority from the Idaho Secretary of State to Transact Business in Idaho
- EXHIBIT 005** AT&T Enterprises, Inc.'s Certificate of Good Standing issued by the Delaware Secretary of State
- EXHIBIT 006** Illustrative Tariff and Price Lists

## **EXHIBIT 001**

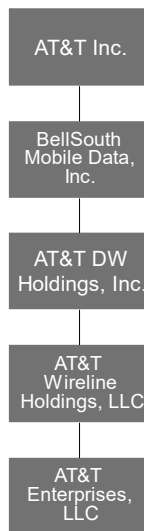
# **CURRENT AND POST-INTERNAL RESTRUCTURING CORPORATE ORGANIZATION STRUCTURE CHARTS**

**EXHIBIT 001**

**Current State**



**End State**



## **EXHIBIT 002**

# **AT&T ENTERPRISES, INC.'S CERTIFICATE OF INCORPORATION IN DELAWARE**

APPLICATION FOR APPROVAL OF ISSUANCE OF A NEW  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND  
CANCELLATION OF PRIOR CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY – EXHIBIT 002

64330.0001.16855415.1

# Delaware

Page 1

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "AT&T ENTERPRISES, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2023, AT 3:14 O`CLOCK P.M.*



  
Jeffrey W. Bullock, Secretary of State

2686670 8100  
SR# 20234087075

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204692122  
Date: 11-30-23

STATE OF DELAWARE  
CERTIFICATE OF INCORPORATION

AT&T ENTERPRISES, INC.

\* \* \* \* \*

I, the undersigned, for the purposes of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do execute this Certificate of Incorporation and do hereby certify as follows:

FIRST: The name of the corporation is AT&T Enterprises, Inc.

SECOND: The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The number of shares of stock which the corporation shall have authority to issue is 1,000. All such shares are to be Common Stock, par value of \$0.01 per share, and are to be of one class.

FIFTH: The incorporator of the corporation is Paul M. Wilson, whose mailing address is 208 S. Akard Street, Dallas, Texas 75202.

SIXTH: Unless and except to the extent that the bylaws of the corporation shall so require, the election of directors of the corporation need not be by written ballot.

SEVENTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the corporation is expressly authorized to make, alter and repeal the by-laws of the corporation.


EIGHTH: No director or officer of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable, except to the extent such an exemption from liability or limitation thereof is not permitted under the Delaware General Corporation Law as presently in effect or as the same may hereafter be amended. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

NINTH: The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other



provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

The undersigned incorporator hereby acknowledges that the foregoing certificate of incorporation is his act and deed on this 29th day of November, 2023.

  
\_\_\_\_\_  
Paul M. Wilson  
Incorporator

## **EXHIBIT 003**

# **AT&T ENTERPRISES, INC.'S OFFICERS AND DIRECTORS / AT&T ENTERPRISES, LLC'S MANAGERS POST-CONVERSION**

**Entity Name:** AT&T Enterprises, Inc.

<b>Name</b>	<b>Title</b>
Guy, Darrell	Director
Sanders, Sabrina	Director
McElfresh, Jeffrey S.	President and Chief Executive Officer
Dumas, Jeston B.	Chief Financial Officer and Treasurer
Van Buskirk, Jennifer	Executive Vice President and General Manager - Mid-Markets
Welday, Jr. Richard B.	Executive Vice President and General Manager - Enterprise
Berner, Ingrid	Senior Vice President - Tax
Cleveland, George	Senior Vice President - Learning and Development
Dietsch, Alicia	Senior Vice President - Business Marketing
Guy, Darrell	Senior Vice President - Assistant General Counsel and Secretary
Kertz, Jerrie	Senior Vice President - Access Construction and Engineering
Korte, Keith	Senior Vice President - Field Operations
LaGrone, Robert	Senior Vice President - Corporate Development
Porter, Jason C.	Senior Vice President - Global Supply Chain
Rao, Sarita	Senior Vice President - Integrated and Partner
Rosenbaum, Paul	Senior Vice President - Business Transformation
Summers, Jon	Senior Vice President - Information Technology
Townes, Chad	Senior Vice President - Customer Service and Operations
Boyanovsky, Robert	Vice President - Acquisition, Retention and Go-to-Market
Bugel, Jim	Vice President - FirstNet
Chambers, Jeffrey	Vice President and Assistant Secretary - Tax
Cheng, Christina	Vice President - Corporate Strategy
Dahlman, Wade	Vice President - Tax
Gerami, Jerry	Vice President - Wholesale Solutions
Haydon, Blake	Vice President - Technical Sales Execution
Hickey, Matt	Vice President - Channel Marketing & Sales Operations, Public Sector and FirstNet
Keiser, Andrew B.	Vice President and Assistant Treasurer
Kittila, Brenda M.	Vice President - Product Operations

Klebonis, John R.	Vice President - NextGen Networking Solution Delivery
Leff, Michael	Vice President - Integrated Solutions and Consulting
Porter, Randall	Vice President - Indirect Channel Lead
Renz, Trish	Vice President - National Business Customer Experience
Singer, Jill A.	Vice President - Federal Solutions
Weinbrom, Eric	Vice President - Finance
Zpevak, Chris	Vice President - Strategic Execution Office
Bockman, Kathryn	Assistant Vice President - Financial Analysis
Boyle, Chris	Assistant Vice President - Financial Analysis
Adams, Scott N	Assistant Secretary - Tax
Alexander, Lynn W.	Assistant Secretary - Tax
Anderson, Jan	Assistant Secretary - Tax
Bauer, Susan	Assistant Secretary - Tax
Bean, David	Assistant Secretary
Bishop, Michael L.	Assistant Secretary
Brown, Shawna M.	Assistant Secretary - Security
Creager, Elizabeth	Assistant Secretary - Tax
Garland, Mark T.	Assistant Treasurer
German, Jeramiah W	Assistant Secretary - EH&S
Gitter, Kenneth H.	Assistant Secretary
Johnson, Wayne K.	Assistant Treasurer
Jones, Stephen J.	Assistant Secretary
Karagiannis, Bessie	Assistant Secretary - Tax
Lafaro, Lawrence J.	Assistant Secretary
Lou, Elaine	Assistant Treasurer
Marlar, Kelly	Assistant Secretary
Maxwell, Frank J.	Assistant Secretary - Tax
Monagle, Chris	Assistant Secretary
Monte, Barbara	Assistant Secretary
Napp, Jeanette	Assistant Secretary
Richter, Lisa M	Assistant Secretary - Tax
Roth, Stacy W.	Assistant Treasurer
Steller, Sean	Assistant Secretary – Financial Analysis
Vrana, Christopher	Assistant Secretary
Wilson, Paul M.	Assistant Secretary
Wright, Christine D	Assistant Secretary - Tax
Bunch, Jason	Executive Director - Payroll
Green, Anisa	Director - Regulatory
Kron, Marc	Director Global Trade Policies and Empowered Official
Peterson, Dean	Senior Portfolio Transaction Manager

Address for all:  
208 S. Akard St.,  
Dallas, TX 75202

## **EXHIBIT 004**

# **AT&T ENTERPRISES, INC.'S CERTIFICATE OF AUTHORITY FROM THE IDAHO SECRETARY OF STATE TO TRANSACT BUSINESS IN IDAHO**



# PHIL McGRANE

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## IDAHO SECRETARY OF STATE

December 7, 2023

AT&T Enterprises, Inc.  
208 S AKARD ST  
DALLAS, TX 75202-4206

Dear **AT&T Enterprises, Inc.**

Congratulations on starting a new business in Idaho!

Your **Foreign Registration Statement** for **AT&T Enterprises, Inc.** in the state of Idaho has been approved.

Like you, Idaho is open for business. We take great pride in consistently being recognized as one of the most business-friendly states in the nation. As you start and grow your business, here are some helpful resources to guide you:

**State & Federal Resources for Business** (<https://business.idaho.gov/>)

Small business resources to assist with licensing, regulation, business funding, and more.

**Idaho Department of Commerce** (<https://commerce.idaho.gov/>)

Resources for incentives, grants, and workforce development.

**Idaho Department of Labor** (<https://www.labor.idaho.gov/dnn>)

Report new hires, post jobs, and pay unemployment taxes.

**Idaho Tax Commission** (<https://tax.idaho.gov/>)

Find tax permits, sales and use taxes, business income tax, and important tax forms.

Again, congratulations on getting your business up and running.

A handwritten signature in black ink, enclosed in a hand-drawn oval.

Phil McGrane

**Idaho Secretary of State**



### Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

AT&T Enterprises, Inc.  
208 S AKARD ST  
DALLAS, TX 75202-4206

<b>File # :</b>	<b>5503591</b>	Filing Date:	12/06/2023
Filing Type:	Foreign Business Corporation	Annual Report Due:	12/31/2024
Status:	Active-Good Standing	Image #:	B0861-2221
Duration Term:	Perpetual	Receipt #:	000910962

<b>Registered Agent:</b>	<b>Principal Address:</b>	<b>Mailing Address:</b>
C T CORPORATION SYSTEM STE 100 1555 W SHORELINE DR BOISE, ID 83702	AT&T Enterprises, Inc. 208 S. AKARD ST. DALLAS, TX 75202	208 S AKARD ST DALLAS, TX 75202-4206

*You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.*



0005503591



**STATE OF IDAHO**  
*Office of the secretary of state, Phil McGrane*  
**FOREIGN REGISTRATION STATEMENT (BUSINESS CORPORATION)**

Idaho Secretary of State  
PO Box 83720  
Boise, ID 83720-0080  
(208) 334-2301  
Filing Fee: \$100.00

*For Office Use Only*

**-FILED-**

File #: 0005503591

Date Filed: 12/6/2023 5:13:30 PM

Filing Fee

Selected Service Type: Expedited (+\$40; filing fee \$140)

1. The name this business corporation will use in Idaho is:

Type of Corporation Foreign Business Corporation  
Entity name AT&T Enterprises, Inc.

The name of the business corporation in its home jurisdiction as shown on the attached certificate of existence/good standing:  
AT&T Enterprises, Inc.

Upload or Mail a one page PDF of a Certificate of Existence/Good Standing from the home jurisdiction dated within 90 days of today.

2. Home Jurisdiction

The jurisdiction of formation is: DELAWARE

3. The street address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:

Street Address None

4. The mailing address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:

Mailing Address None

5. The complete street address of the principal office is:

Principal Office Address 208 S. AKARD ST.  
DALLAS, TX 75202

6. The mailing address of the principal office is:

Mailing Address 208 S AKARD ST  
DALLAS, TX 75202-4206

7. Registered Agent Name and Address

Registered Agent C T CORPORATION SYSTEM  
Commercial Registered Agent  
Physical Address  
1555 W SHORELINE DR  
STE 100  
BOISE, ID 83702  
Mailing Address  
1555 W SHORELINE DR  
STE 100  
BOISE, ID 83702

I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

8. Governors

Name	Title	Address
SABRINA SANDERS	DIRECTOR	208 S. AKARD ST. DALLAS, TX 75202
DARRELL GUY	DIRECTOR	208 S. AKARD ST. DALLAS, TX 75202





PAUL M WILSON

ASSISTANT SECRETARY

208 S. AKARD ST.  
DALLAS, TX 75202

Signature of individual authorized by the entity to sign:

*PAUL M WILSON*

*12/06/2023*

Sign Here

Date

Job Title: ASSISTANT SECRETARY

B0861-2222 12/06/2023 5:14 PM Received by Office of the Idaho Secretary of State

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AT&T ENTERPRISES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF DECEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.



2686670 8300

SR# 20234154085

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 204748767

Date: 12-06-23

# State of Idaho

Office of the Secretary of State

**CERTIFICATE OF REGISTRATION  
OF  
AT&T ENTERPRISES, INC.**

Filing Number: 5503591

I, PHIL McGRANE, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 6 December 2023



Phil McGrane  
Secretary of State

Processed by: Business Division

## **EXHIBIT 005**

# **AT&T ENTERPRISES, INC.'S CERTIFICATE OF GOOD STANDING ISSUED BY THE DELAWARE SECRETARY OF STATE**

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AT&T ENTERPRISES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF FEBRUARY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



A handwritten signature in black ink, appearing to read "JWB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

2686670 8300

SR# 20240519390

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202817203

Date: 02-15-24

## **EXHIBIT 006**

# **ILLUSTRATIVE TARIFF AND PRICE LISTS**

AT&T ENTERPRISES, LLC  
IDAHO

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

ISSUED: APRIL 18, 2024  
EFFECTIVE: MAY 1, 2024

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Effective May 1, 2024, the AT&T Enterprises, LLC Idaho Access Services and Network Interconnection Services Price List hereby supersedes and replaces the AT&T Corp. Idaho Access Services and Network Interconnection Services Price List in its entirety.

AT&T ENTERPRISES, LLC

ACCESS SERVICES and NETWORK INTERCONNECTION SERVICES

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING IN THE STATE OF IDAHO

Advice No. ID-24-ATT-0001

AT&T ENTERPRISES, LLC  
IDAHO

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES  
ISSUED: APRIL 18, 2024  
EFFECTIVE: MAY 1, 2024

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AT&T ENTERPRISES, LLC  
IDAHO

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES  
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PRICE LIST INFORMATION

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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AT&T ENTERPRISES, LLC  
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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES  
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PRICE LIST INFORMATION

EXPLANATION OF SYMBOLS - Coding of Price list Revisions

Revisions to this price list are coded through the use of symbols. These symbols appear in the right margin of the Page. The symbols and their meanings are:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increase in rates.
- N To signify new rate or regulation.
- R To signify reduction in rates.
- T To signify a change in text but no change in rate or regulation.

Other marginal codes are used to direct the price list reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the Page revision number in the Page header or in the right margin opposite specific text.

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this price list, are trademarks or service marks of AT&T Enterprises, LLC.

Trademarks

NONE

Service Marks

NONE

AT&T ENTERPRISES, LLC  
IDAHO

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

ISSUED: APRIL 18, 2024

PRICE LIST INFORMATION

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PRICE LIST INFORMATION

EXPLANATION OF ABBREVIATIONS

BNA	Billing Name and Address
BP	Billing Percentage
CIC	Carrier Identification Code
CLEC	Certified Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
Cont'd	Continued
CPE	Customer Provided Equipment
FCC or F.C.C.	Federal Communications Commission
ICB	Individual Case Basis
ILNP	Interim Local Number Portability
IPIC	Intra-Lata Primary Interexchange Company
IXC	Interexchange Carrier or Interexchange Common Carrier
LATA	Local Access and Transport Area
LOA	Letter of Authorization
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
NECA	National Carrier Exchange Association
NEPAS	Network Element-Provided Access Service
NIS	Network Interconnection Services
NPA	Numbering Plan Area
NXX	Three Digit Central Office Prefix
PIC	Primary InterExchange Carrier
PIU	Percent of Interstate Use
PLSU	Percent Local Signaling Use
PLU	Percent Local Usage
POI	Point of Interconnection
POT	Point of Termination
RCC	Radio Common Carrier
SS7	Signaling System 7
STP	Signal Transfer Point
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

Advice No. ID-24-ATT-0001

PRICE LIST INFORMATION

HOW TO USE THIS PRICE LIST

General

This price list contains the regulations and rates applicable to Access Services and Network Interconnection Services.

Price List Structure

This price list is structured in a manner which separates regulations from rates. The regulations applicable to the services offered in this price list are placed in sections in the forward part of the price list; while the rates for those offerings are placed in a single rate section in the rear of the price list. References are provided in the service sections of the price list to assist the price list user in the location of rates. Similarly, the rate section contains a list of services with applicable rate section numbers.

To locate the section for a particular service, refer to the Master Table of Contents, Page 1. If a more detailed listing of the material contained in that section is required, refer to the Table of Contents which starts on Page 2 of the Contents Section.

Abbreviations and Definitions

In the front of this price list is a list of the abbreviations used in the price list (see Explanation of Abbreviations, Page 3 of this section). In addition, the General Regulations section contains a Definitions subsection which defines certain technical terms and terms which have a specific meaning within the context of this price list (see Definitions, Section 2.7.).

PRICE LIST INFORMATION

HOW TO USE THIS PRICE LIST

Technical Publication Information

The issue and availability dates of the Technical Publications referenced in this price list are as follows:

Publication Number	Issue Date	Date Available to Public
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Price list and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

PRICE LIST INFORMATION

HOW TO USE THIS PRICE LIST

Price list Format

A. Page Numbering

Page numbers appear in the upper-right corner of the Page. Pages are numbered sequentially within each section. When a new Page is added between existing Pages with whole numbers, a decimal is added. For example, a new Page added in Section 2 between Pages 6 and 7 would be 6.1.

B. Release Numbers

Release numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current Page version, for example, release 4 cancels release 3. Because of deferrals, notice periods, etc., the most current Page release number on file with the Commission is not always the price list Page in effect. Consult supplements for the Page currently in effect.

C. Section Numbering Sequence

There are nine levels of alpha-numeric coding used in this price list. Each level is subservient to its next higher level. The following is an example of the numbering sequence used.

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a)  
2.1.1.A.1.(a)I.  
2.1.1.A.1.(a)I.(i)  
2.1.1.A.1.(a)I.(i)(1)

D. References To Other Price lists

Whenever reference is made to other price lists, the reference is to the price lists in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

PRICE LIST INFORMATION

HOW TO USE THIS PRICE LIST

Supplements

A. Supplements

A supplement can be used to list a group of price list Pages that are being deferred, suspended or advanced. A supplement contains a brief explanation of the circumstances and a list of the Pages involved. It also informs the user of the disposition of these Pages. A supplement can also be used to cancel a complete price list.

AT&T ENTERPRISES, LLC  
IDAHO

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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SECTION 1

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1. APPLICATION OF PRICE LIST

1.1 APPLICATION

1.1.1 General

Effective July 31, 2001, all references herein to AT&T FCC Tariffs, insofar as the service offering set forth in the AT&T FCC Tariffs have been or become detariffed, shall be construed to be references to the AT&T Business Services Guides located at <http://www.serviceguidenew.att.com/>.

This price list contains regulations, rates and charges applicable to the provision of intrastate Access Services provided to Customers by AT&T Enterprises, LLC hereinafter referred to as the Company or AT&T.

This price list also contains regulations, rates and charges applicable to the provision of certain Network Interconnection Services, as set forth in Section 10, provided by the Company to any Carrier within the State of Idaho (i) with which the Company has entered into an Interconnection Agreement that addresses, among other matters, mutual compensation for the exchange of Local Traffic, or (ii) that orders such services in anticipation of entering into an Interconnection Agreement with the Company. To the extent that the terms of this price list are inconsistent with the terms of any Interconnection Agreement between the Company and any Carrier, the terms of such Interconnection Agreement shall govern (except as otherwise provided in such Interconnection Agreement).

The provision of such services by the Company as set forth in this price list does not constitute a joint undertaking with the Customer for the furnishing of any service.

Unless the service description expressly provides otherwise, the services in this price list are only available to Carriers.

The locations served by the Company and the services available are as set forth in Section 16.3.

AT&T ENTERPRISES, LLC  
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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

- A. The Company does not undertake to transmit messages under this price list.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this price list.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this price list.
- F. The Company makes no undertaking under this price list with respect to any Customer that has provided a Service Order relating to facilities of the Company to another telephone company (such as a provider of service at an Access Tandem) but has not provided a copy of the Service Order directly to the Company under Section 5. Notwithstanding the foregoing, such Customers shall be fully liable for the obligations and undertakings of Customers under this price list as fully as if such Customers had provided valid Service Orders directly to the Company.
- G. With respect to Network Element-Provided Access Service (NEPAS), the Company shall not be responsible for the facilities used to provide such services, including installation, operation, maintenance, testing, trouble handling, or performance of such facilities.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this price list only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any;
2. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within fifteen (15) days from receipt of written notification.

All regulations and conditions contained in this price list shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations (continued)

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Sequence of Provisioning

Subject to compliance with the rules mentioned in B. preceding, (1) the Company facilities-based Access Services offered herein will be provided to Customers on a first-come, first-served basis and (2) the Company facilities-based Network Interconnection Services offered herein will be provided to Customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Company on Service Orders provided by Customers. These orders must contain all the information as required for each respective service as delineated in other sections of this price list. Service Orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis. For standard intervals, the Customer may contact the Company's Customer Service Center.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this price list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability (continued)

D. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this price list. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this price list and will indemnify such Customer for any damages awarded based solely on such claims.

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this price list shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

G. Validity of Exculpatory Clause

The above price list 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 responsibility to determine the validity of the exculpatory clause.

AT&T ENTERPRISES, LLC  
IDAHO

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES  
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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this price list. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

When Special Construction is necessary, the provisions and charges as set forth in the Company's FCC Access Services Tariff will apply.

2.1.5 Points of Termination

The term "Point of Termination" (POT) denotes a point at a Customer Premises at which the Company's responsibility for the provision of Access Service ends. Such wiring or cable will be installed by the Company to the POT. Moves of the POT at the Customer Premises will be as set forth in 2.4.1.C.3 following.

## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.6 Service Maintenance

Except with respect to NEPAS, the services provided under this price list shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

#### A. Trouble Reporting

##### 1. Trouble Receipt

The first point of contact (the Company or the Customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provided by a service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.

##### 2. Sectionalization

The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination or Point of Interconnection. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

##### 3. Repair Verification

Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or Customer to ensure the service is operational.

##### 4. Network Element-Provided Access Service (NEPAS)

With respect to NEPAS, the Customer shall be responsible for working directly with the Incumbent Local Exchange Carrier with respect to any trouble receipt, testing, sectionalization or repair verification relating to such facilities.



## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this price list. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this price list. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.8 Refusal and Discontinuance of Service

- A. If a Customer fails to comply with 2.1.6 preceding or 2.3.1, 2.3.4, 2.3.5, 2.4 or 2.5 following, including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

- B. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this price list in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service price lists.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.8 Refusal and Discontinuance of Service (continued)

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.
- E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's price listed charges by:
  - Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this price list to the Company's service, or
  - Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
  - Using any fraudulent means or devices.
- F. With respect to NEPAS, the Company may discontinue the furnishing of any and/or all services to the Customer or refuse additional applications for service to the extent such services are discontinued, or applications are refused by the Incumbent Local Exchange Carrier.

## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.9 Notification of Service-Affecting Activities

Except with respect to NEPAS, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

#### 2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this price list, or the Company serving central office prefixes associated with such numbers, when necessary, in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months' notice, by Certified U.S. mail of the effective date and an explanation of the reason(s) for such change(s).

#### 2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

#### 2.1.13 Design Layout Reports

For Access Services other than NEPAS, at the request of the Customer, the Company will provide to the Customer the makeup of those facilities, provided by the Company, directly connecting the Customer Premises and the Company's End Office. For Network Interconnection Services the Company will provide the makeup of the facilities between the POI and the Company's End Office. This information will be provided in the form of a Design Layout Record. The Design Layout Record will be provided to the Customer at no charge and will be reissued or updated whenever these facilities are materially changed.

## 2. GENERAL REGULATIONS

### 2.2 USE

#### 2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this price list shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

#### 2.2.2 Unlawful and Abusive Use

The service provided under this price list shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an End User) fails to comply with Section 2.2.3. (Use of AT&T Marks), following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within thirty (30) days after the date of notification, the Company may discontinue the service upon five (5) days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

2. GENERAL REGULATIONS

2.2 USE (continued)

2.2.3 Use of AT&T Marks

- A. use of AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;
- B. use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
- C. use AT&T's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
- D. indicate, in response to an unsolicited inquiry from an End User (including a prospective End User), that it uses AT&T as its underlying carrier, provided the reseller also:
  - 1. advises the End User that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
  - 2. identifies any other long distance providers the reseller uses in providing service to the End User;
  - 3. advises the End User it will not be an AT&T Customer for the resold service, and;
  - 4. does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses.

## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER

#### 2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this price list caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

#### 2.3.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this price list shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

#### 2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this price list at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.



## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.4 Availability for Testing

Access to facilities used to provide services under this price list shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4 following, no credit will be allowed for any interruptions involved during such tests and adjustments.

#### 2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

With respect to NEPAS, the Customer shall be responsible for compliance with all requirements imposed by the Incumbent Local Exchange Carrier.

#### 2.3.6 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.7 Indemnification of the Company

A. By the Customer

1. 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 services provided under this price list, any circuit, apparatus, system or method provided by the Customer.
2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and 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 the Company's services provided under this price list including, without limitation, Worker'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 proceedings 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 the services provided under this price list; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.
3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this price list.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.7 Indemnification of the Company (continued)

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User 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 services provided under this price list, any circuit, apparatus, system or method provided by the End User.
2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this price list including, without limitation, Worker'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 End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this price list; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the End User, its officers, agents or employees.
3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this price list.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.8 Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.9 Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.9 Jurisdictional Report Requirements (continued)

A. General (continued)

1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past twelve (12) months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.9 Jurisdictional Report Requirements (continued)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within thirty (30) calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within fifteen (15) days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage

Usage Sensitive Rate Elements - When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

Monthly and Nonrecurring Chargeable Rate Elements - When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

Identification and Rating of VoIP-PSTN Traffic

A. Scope

This section only applies to VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.<sup>1</sup>

<sup>1</sup> Although the Company has taken the position that this price list, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this section in the price list out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the price list in no way alters or otherwise affects the applicability of this price list to VoIP-PSTN Traffic before the effective date of the FCC Order.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

A. Scope (continued)

1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) (FCC Order). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this Price List as "Relevant VoIP-PSTN Traffic"),
2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
3. The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

B. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic terminating from, or originating to the customer, or from the Company or other provider and facility rate elements identified in accordance with this Price List section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified at <http://serviceguide.att.com/ABS/ext/TariffDetails.cfm> if those interstate rates are lower than their respective Idaho state access rates (Access Services Price List). Conversely, if the Idaho state access rates are lower, then this traffic will be billed utilizing the rates from the Access Services Price List. Hereafter, these billed rates will be referred to in this Price List as the relevant "VoIP Rates".



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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant VoIP-PSTN Traffic originating MOU and facility rate elements, if applicable, to which VoIP Rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access originating MOU exchanged and facilities between the Company and the customer. The PVU factors will be derived and applied as follows:

1. The customer will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from all Carrier Identification Code(s) ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This PVUC represents the percentage (whole number) of the originating intrastate access MOU that the Customer receives from the Company end users in the State which is sent from the Company that is terminated in IP format at the customer's end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information satisfactory to the Company.
2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer end users in the State which is received from the Customer and terminated in IP format at the end user. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

3. (continued)

- (a) The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at VoIP Rates.

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  applied to the Company's end user's originating intrastate MOU and facility rate elements

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$$

This means that 46% of the originating Intrastate MOU exchanged between the Company's end users and the Customer will be rated at VoIP Rates.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

3. (continued)

- (b) The PVU calculation below is applied when the Company bills are based on the actual originating call detail records for the intrastate Company's IP traffic at VoIP Rates.

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$  applied to the Company's TDM end user's total intrastate MOU.

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  is applied to the facility rate elements

Example: The Company has identified that there was 10,500 originating Intrastate MOU that were identified exchanged between the Company's IP end users and the Customer. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$PVU = 40\% \text{ times } (1 - 10\%) = 36\%$

This means that 36% of the originating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VoIP Rates and the terminating intrastate 10,500 MOU will also be rated at VoIP Rates.

For the facility rate elements, the formula that is applied to the intrastate dedicated facilities is as follows:

$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$

Therefore 46% of the intrastate facilities will be rated at VoIP Rates.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

4. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%.

D. PVU Factor Updates

The customer must update the PVUC factor quarterly using the method set forth in subsection (C) (1) through (4), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (C) (1) through (4). If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

E. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVUC factor furnished to the Company. The customer shall comply and shall reasonably provide the records and other information used to determine their PVUC as specified in section (C) (1) and (4) above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in Section 2.3.10 of the Company's FCC Access Services Tariff.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

F. Verification Process

The Company will review these Customer provided PVUC records referenced in (E) above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1. The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.
2. The Company within 45 days of the receipt of these records will make these customer PVUC records available to an independent auditor for review for the purpose of determining a PVUC. If these PVUC records are not available or these records are not substantive enough for the auditor to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit report will be employed until the next customer provided PVUC is available as referenced in the (E) or (F) procedures above.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this price list. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

C. Signaling for NEPAS

With respect to NEPAS, the Customer shall be responsible for compliance with any signaling requirements imposed by the Incumbent Local Exchange Carrier.

2.3.12 Supervisory Signaling

The Customer's facilities connected to Access Service or Network Interconnection Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.13 Provision of Facility and Trunking Requirements

At the request of the Company, the Customer shall provide to the Company estimates of its facility and trunking requirements by End Office for each month in the ensuing twelve (12) month period. Requests by the Company for such estimates will not be made more than once every six (6) months.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.14 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this price list, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.15 Settlements through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an "Intermediate Carrier") under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's price list as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable price list of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Price list.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services or Network Interconnection Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this price list. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services or Network Interconnection Services are applied on a per facility, trunk or another basis as specified in the Price List. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.



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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.1 Description of Rates and Charges (continued)

C. Nonrecurring Charges (continued)

2. Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) at the Customer Premises or a change of the Customer's Point of Interconnection (POI). Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3 following.

The charge to the Customer for a service rearrangement is dependent on whether the change is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes as set forth in Section 5.4.1.A. will be made without charge(s) to the Customer. The charges for administrative changes are as set forth in Section 5.4.2. The charges applicable to all other rearrangements are as set forth in applicable sections of this price list.

3. Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the Service Order Charge and one-half of all other applicable nonrecurring charges will apply. There will be no change in the minimum period requirements.

AT&T ENTERPRISES, LLC  
IDAHO

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES  
ISSUED: APRIL 18, 2024  
EFFECTIVE: MAY 1, 2024

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.1 Description of Rates and Charges (continued)

C. Nonrecurring Charges (continued)

3. Moves (continued)

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

4. Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Services or Network Interconnection Services as set forth in Section 5 (e.g., Service Order Charge, Service Date Change Charge, Design Change Charge).

5. Engineering Charges

Engineering Charges apply in connection with Network Interconnection Service. These charges apply per DS1 trunk group (24 trunks).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a Customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. Interest rate shall be the rate established, and from time to time revised, by the appropriate governmental authority. In the event no such rate is set, then simple interest at the rate of up to 6% per annum shall be credited or paid to the customer while the deposit is held by AT&T.

Interest will accrue from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this price list attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this price list), the period of service each bill covers, and the payment date will be as follows:

1. (Reserved for Future Use)

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

B. Bill Dates (continued)

2. Access Service and Network Interconnection Service

Unless otherwise provided in this price list, for Access Service and Network Interconnection Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Penalties

1. All bills dated as set forth in B.2 preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

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

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Penalties (continued)

2. Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1 preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then a late payment penalty shall be due to the Company. The late payment penalty shall be the payment, or the portion of the payment not received by the payment date times a late factor.

The late factor shall be 1.5% per month or portion thereof applied from the payment date to and including the date that the Company actually receives the payment.

D. Billing Disputes Resolved in Favor of the Company

In the event that a Customer disputes all or part of the billed amount, and the dispute is ultimately resolved in favor of the Company, the Customer shall pay the disputed amount in full pending resolution of the dispute unless the Company determines, in its sole discretion, that there is an adequate deposit in respect of such disputed amount. In the event that the Company does not require the Customer to pay the disputed amount in full pending resolution of the dispute, late payment penalties will apply to amounts withheld pending settlement of the dispute and ultimately found to be payable. Late payment penalties are calculated as set forth in C.2 preceding except that when the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until ten (10) days following the payment date.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

E. Documentation for Billing Disputes Resolution

In the event of a billing dispute, the billing dispute date is the date upon which the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

1. Dedicated Access

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in the price list or tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification
- The exact dollar amount in dispute
- The universal service order code(s) (USOCs) associated with the service
- The Purchase Order Number(s) and dates involved for disputes involving order activity
- Details sufficient to identify the specific amount(s) and item(s) in dispute
- The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.



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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

E. Documentation for Billing Disputes Resolution (continued)

2. Switched Access

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in the price list or tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The exact dollar amount in dispute
- Call Detail Records (CDRs)
- The universal service order code(s) (USOCs) and/or rate element associated with the service
- Details sufficient to identify the specific amount(s) and item(s) in dispute The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, and the dispute is ultimately resolved in favor of the Customer, the Company, will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be calculated in the same manner, and at the same rate, applicable to late payment penalties as set forth in C.2 preceding.

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this price list is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 5.5.

2.4.5 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this price list or in the event that the protective controls applied by the Company as set forth in 2.1.12 preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

1. Credit Allowance Computation

For flat rated Access Service or Network Interconnection Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction Thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

2. Credit Allowances Cannot Exceed Monthly Charges

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in any one billing period.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
6. An interruption or a group of interruptions, resulting from a common cause that would result in credit in an amount less than one dollar.
7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

D. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the price listed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same Customer.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.7 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this price list does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

2.4.8 Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

A. Meet Point Billing

The regulations and procedures applicable to Meet Point Billing are as set forth below. These regulations and procedures are in conformance with the provisions of the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines.

1. Each company providing the access service will receive an order or a copy of the order from the Customer as specified in 5.2.1 following and arrange to provide its portion of the service.



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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.8 Access Services Provided By More Than One Telephone Company  
(continued)

A. Meet Point Billing (continued)

2. When the order is placed with this Company, as specified in 5.2 following, the Company will notify the Customer whether the Access Service may be billed under a single bill or a multiple bill arrangement. Under the single bill arrangement, one company bills the Customer for the Access Service. The bill rendered includes the applicable price listed rates and charges for each company involved in providing the Access Service. Under the multiple bill arrangement, each company providing the access service renders a bill to the Customer for its portion of the service. The bill rendered includes the applicable price listed rates and charges for each company involved in providing the Access Service. The Company will also notify the Customer of (a) the company(ies) that will render bills, (b) the company(ies) to whom payment should be made and (c) the company(ies) that will provide the bill inquiry function. The Company shall provide such notification at the time that orders are placed. Additionally, the Company shall provide such notice in writing thirty (30) days in advance of any changes.
3. Each company will provide its portion of the Access Service to an interconnection point(s) with the other company(ies) involved.
4. Billing Percentages will be determined for the Access Service by the companies involved. The Billing Percentages will be applied as set forth in B. following.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.8 Access Services Provided By More Than One Telephone Company  
(continued)

B. Determination of Charges

1. The charges for all Access Service rate elements provided by this Company in a Meet Point Billing arrangement, except the Tandem-Switched Facility rate element, are determined without the application of Meet Point Billing Percentages.
2. The charges for the Tandem-Switched Facility rate element are determined as follows:
  - a. Determine the appropriate mileage between the two ends of the facility as set forth in Section 15.3.5.
  - b. Determine the billing percentage (BP) which represents the portion of the service provided by this Company as set forth in Section 16.4.
  - c. Multiply the number of Access Minutes routed over the facility times the number of airline miles, determined as set forth in (a) preceding, times the BP determined as set forth in (b) preceding, times the Tandem-Switched Facility rate.
3. The charges for the portion(s) of the access service provided by other companies are determined in accordance with the price lists of those other companies.

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2. GENERAL REGULATIONS

2.5 CONNECTIONS

Except with respect to NEPAS, equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this price list.

2.6 STATE TAXES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company.

The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

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2. GENERAL REGULATIONS

2.7 DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this price list, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this price list, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to originate or terminate a Call. Notwithstanding the foregoing, "Access Service" does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for originating or terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term "Carrier" or "Common Carrier" denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term "Channelize" denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

The term "Company" denotes AT&T Enterprises, LLC which is the issuer of this price list.

2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this price list.

Customer Premises

The term "Customer Premises" denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DLS End User

The term "DLS End User" means an End User which purchases the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service price list.

DLS End Office

The term "DLS End Office" means an End Office used in connection with the provision of the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Price list.

DS1 Facility

The term "DS1 Facility" denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility

The term "DS3 Facility" denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops (including dedicated digital links from a DLS End User) are terminated for purposes of interconnection to each other and to trunks.

End User

The term "End User" means any customer of a telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

The term "Exchange" denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.

First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office (including DLS End Offices) and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

Immediately Available funds in U.S. dollars

The term "Immediately Available funds in U.S. dollars" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incumbent Local Exchange Carrier (ILEC)

The term "Incumbent Local Exchange Carrier" shall mean any Carrier that constitutes an "incumbent local exchange carrier" pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an "incumbent local exchange carrier" pursuant to Section 251(h)(2) of the Communications Act of 1934.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this price list are developed based on the circumstances in each case.

Interconnection Agreement

The term "Interconnection Agreement" denotes a lawful written agreement between the Company and a Local Exchange Carrier (including an agreement pursuant to Section 251 and/or 252 of the Telecommunications Act of 1996) relating to the mutual termination of Local Traffic.

Interexchange Carrier (IXC) The terms "Interexchange Carrier" (IXC) denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term "Intermediate Carrier" denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's price list as if all such services had been provided by the carrier.



2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier

The term "Local Exchange Carrier" denotes any individual partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

Local Exchange Service

The term "Local Exchange Service" denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this price list, the term "Local Traffic" means calls that originate and terminate within the territory agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. "Local Traffic" shall also be subject to any other restrictions specified in an Interconnection Agreement.

## 2. GENERAL REGULATIONS

### 2.7 DEFINITIONS (continued)

#### Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

#### Mutual Traffic Exchange

The term "Mutual Traffic Exchange" denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a "Bill and Keep" arrangement).

#### Network Element-Provided Access Service (NEPAS)

The term Network Element-Provided Access Service (NEPAS) refers to service that provides switched access to the Premises of an End User which is obtaining a NEP Service offering (NEPS End User) under the Company's Local Exchange Service Price list. NEPAS is provided utilizing network elements of the Incumbent Local Exchange Carrier. (See Section 16.3.5 for NEPAS availability.)

#### Network Element-Provided (NEP) Service

The term "NEP Service" means a Company local service offering pursuant to the Company's Local Exchange Service Price list that is provided by the Company using the facilities of an Incumbent Local Exchange Carrier.

#### NEPS End Office

The term "NEPS End Office" means an Incumbent Local Exchange Carrier's End Office used in connection with the provision of an NEP Service by the Company.

#### NEPS End User

The term "NEPS End User" means an End User which purchases an NEP Service.

#### Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

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2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of a Local Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term "Percent of Interstate Use" (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

Point of Interconnection (POI)

The term "Point of Interconnection" (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

The term "Point of Termination" is defined in Section 2.1.5 preceding.

2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

Premises

The term "Premises" denotes a building, a portion of a building in a multitenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public thoroughfare.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7) denotes the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Telecommunications Service

The term "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Terminating Direction

The term "Terminating Direction" denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

Toll Free (8YY) Service

Toll Free (8YY) Service is a telecommunications service which permits inward calling between a location associated with an access line in one area and locations in diverse geographical service areas specified by the owner of the Toll Free (8YY) number. The Call is without charge to the calling party. The owner of the Toll Free (8YY) number is responsible for the access charges associated with the service.

2. GENERAL REGULATIONS

2.7 DEFINITIONS (continued)

Transmission Path

The "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula, which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, or access tandems are located.

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## 5. ACCESS/INTERCONNECTION ORDERING

### 5.1. GENERAL

This section sets forth the regulations and order related charges for services set forth in other sections of this price list. Order related charges are in addition to other applicable charges for the services provided.

A Service Order is an order to provide the Customer with Access Service or Network Interconnection Service or to provide changes to existing service.

A Customer may order any number of services of the same type and between the same premises on a single Service Order, unless prohibited by technical limitations.

The Customer shall provide the Company the order information required in 5.2 following, and in addition the Customer must also provide:

- Customer name and premises address(es)
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

#### 5.1.1 Service Installation

The service intervals associated with Customer requests for Access Service or Network Interconnection Service will be developed by the Company on an Individual Case Basis (ICB). The Company will make every reasonable effort to meet the Customer's requested service date subject to the Company's standard intervals which will be made available upon request.

Access Services and Network Interconnection Services will be installed during the Company's normal working hours. If a Customer requests installation be done outside of scheduled work hours and the Company agrees to this request, the Customer will be subject to applicable additional charges as set forth in Section 13.3.



5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS

5.2.1 Access Service

When ordering AT&T Digital Link Access Service (DLAS), the Customer must specify whether the service is to be provided as: (1) direct transport to an Access Tandem which connects with DLAS Tandem-Switched Transport to the DLS End Office, (2) DLAS Tandem-Switched Transport from the Customer Serving Wire Center to the DLS End Office, or (3) DLAS Direct Connect Transport to the DLS End Office, as set forth in Section 15.2.1.

A. Access Tandem Connections

When ordering DLAS via an Access Tandem, the Customer must provide the Company an estimate of the amount of traffic it will generate to the DLS End Office to assist the Company in its efforts to project further facility requirements.

When service to the Access Tandem is ordered by the Customer from another telephone company, the Customer must also supply a copy of the order to the Company.

B. Direct Connect Transport

When placing an order for DLAS Direct Connect Transport to a DLS End Office, the Customer shall provide:

- The number of trunks desired between the Customer Premises and the DLS End Office, and
- The type and quantity of facility desired (e.g., DS1 or DS3).

C. PIU Requirements

For all Access Services provided under this price list, a projected Percent of Interstate Use (PIU) shall be provided as set forth in Section 2.3.9.

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS (continued)

5.2.2 Network Interconnection Service

When ordering Network Interconnection Service, the Customer must specify

- The type and quantity of facility required or being provided by the Customer,
- The number of trunks desired,
- Any DS3 to DS1 Multiplexing required,
- If SS7 Signaling is required, the number of Signal Transfer Point (STP) links and ports and in addition, the STP codes, location identifier codes and circuit identifier codes. The Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.
- The Percent of Local Signaling Usage (PLSU) as set forth in Section 10.2.3.

5.2.3 Miscellaneous Services

Additional Labor shall be ordered with a Service Order or may subsequently be added to a pending order at any time up to and including the service date for the Access Service or Network Interconnection Service. When miscellaneous services are added to a pending order a Service Date Change may be required. When a Service Date Change is required, the Service Date Change Charge as set forth in Section 5 of the Price List will apply. When miscellaneous services are added to a pending order, charges for a Design Change as set forth in Section 5 of the Price List will apply when an Engineering Review is required. If both a Service Date Change and an Engineering Review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in 5.4.2.A. and B. following.

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS (continued)

5.2.3 Miscellaneous Services (continued)

The rates and charges for miscellaneous services, as set forth in Section 13 of the Price List, will apply in addition to the ordering charges set forth in Section 5 of the Price List and the rates and charges for the Access Service(s) or Network Interconnection Service(s) with which they are associated.

Additional Engineering is not an ordering option but will be applied to a Service Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 13. When it is required, the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn, and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than ten (10%) percent.

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5. ACCESS/INTERCONNECTION ORDERING

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5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.1 Service Order Charges

The Service Order Charge is applied to all Customer requests for new Access Service or Network Interconnection Service. In addition, the Service Order charge is applicable to Customer requests for additions, changes or rearrangements to existing service with the following exceptions:

The Service Order Charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- To "records only" changes as set forth in A. following.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When an Administrative Change Charge is applicable.
- When a Company initiated network reconfiguration requires a Customer's existing Access Service or Network Interconnection Service to be reconfigured.
- When a service with an ICB rate is converted to a similar service with a non-ICB price list rate prior to the expiration of the ICB.
- When a Billing Name and Address Service Establishment Charge is applicable.
- For Service Orders relating solely to Network Element-Provided Access Service (NEPAS).

The Service Order charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to 5.2.1 preceding and is in addition to other applicable charges as set forth in this and other sections of this price list.

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5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (continued)

5.4.1 Service Order Charges (continued)

A. "Records Only" Changes

Changes which are "records only" changes will be made without charge(s) to the Customer. These changes require the continued provision and billing of the Access Service or Network Interconnection Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the service).

The following are examples of "records only" changes:

- Change of Customer name (i.e., the Customer of record does not change but rather the Customer of record changes its name),
- Change of Customer or Customer's End User premises address when the change of address is not a result of a physical relocation of equipment,
- Change in any of the following billing data items (name, address, contact name or telephone number).
- Change of Customer or Customer's End User contact name or telephone number, and
- Change of PIU or PLSU.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (continued)

5.4.2 Service Order Change Charges

Service Order Changes involve Service Date Changes and Design Changes. The Customer may request a change of its Service Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer. All charges for a Service Order Change as set forth in Section 5 of the Price List will apply on a per occurrence basis.

Any increase in the number of DLAS or Network Interconnection Service trunks will be treated as a new Service Order (for the increased amount only).

A. Service Date Change

The Customer may request a change of service date on a pending Service Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed thirty (30) calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge, as set forth in Section 5 of the Price List, will be applied to the order.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (continued)

5.4.2 Service Order Change Charges (continued)

A. Service Date Change (continued)

If the service date is changed to an earlier date, and the Company determines additional labor is necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Additional Labor charges as set forth in Section 13.3 apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the cancellation charges as set forth in 5.5.1 following. A new Service Order with a new service date will be issued. The Service Date Change Charge will not apply; however, the Service Order Charge will apply to the new order.

If the service date is changed due to a Design Change as set forth in B. following, the Service Date Change Charge will apply.



5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (continued)

5.4.2 Service Order Change Charges (continued)

B. Design Change

The Customer may request a Design Change to the service ordered prior to the requested service date. A Design Change is any change to a Service Order which requires Engineering Review. An Engineering Review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer.

Design Changes do not include a change of Customer Premises, Point of Interconnection or First Point of Switching. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change is a Design Change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the Design Change, a Design Change Charge as set forth in Section 5 of the Price List will apply in addition to the charge for Additional Engineering as set forth in Section 13 of the Price List. If a change in service date is required, the Service Date Change Charge set forth in Section 5 of the Price List will also apply. The Service Order charge does not apply in this instance.

5.4.3 Administrative Change Charges

An Administrative Change Charge, as set forth in Section 5 of the Price List applies for the following Customer initiated changes:

- Change of circuit identification
- Change of billing account information other than those billing data changes identified as "Record Only" in 5.4.1.A. preceding.

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS

5.5.1 Cancellation of a Service Order

- A. A Customer may cancel a Service Order for the installation of service on any date prior to the Service Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

If a Customer or a Customer's End User is unable to accept service within thirty (30) calendar days after the original Service Date, the Customer has the choice of the following options:

- The Service Order shall be canceled and charges set forth in B. following will apply or,
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original Service Date of the Service Order.

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (continued)

5.5.1 Cancellation of a Service Order (continued)

- B. A critical date schedule is established by the Company for each Service Order placed by the Customer. The Company uses this schedule to identify key activities in the Service Order process, to monitor the progress of the installation and to administer the schedule of cancellation charges. Critical date schedules may vary between Service Orders.

The critical dates monitored by the Company are:

- Application Date (APP): The date on which the Customer provides a firm commitment and sufficient information to the Company to proceed with issuance of a firm order for service.
- Scheduled Issue Date (SID): The date on which the Service Order is entered into the Company's service order distribution system.
- Design Layout Report Date (DLRD): The date the Design Layout Report is to be forwarded to the Customer.
- Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.
- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.
- Plant Test Date (PTD): The date on which overall testing of the service is to be completed.
- Service Date (DD): The date established for completion of the service installation. This date is also known as the due date.

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5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (continued)

5.5.1 Cancellation of a Service Order (continued)

B. (continued)

The amount of the total provisioning completed by the Company at a particular critical date varies by the service involved as shown following:

SERVICE	APP	SID	DLRD	RID	WOT	PTD	DD
DLAS (Direct Connect Transport)	0%	7%	18%	32%	100%	100%	100%
Network Interconnection Service	0%	7%	18%	32%	100%	100%	100%

If a Service Order is canceled by the Customer prior to the SID, no charge applies. For cancellations by the Customer on or after that date, a cancellation charge will apply. The amount of the cancellation charge will vary according to the service ordered and the date reached in the critical date schedule.

Cancellation charges are based on the amount of provisioning completed at the time of the request to cancel and are determined by multiplying the nonrecurring charges applicable to the canceled service(s) by the appropriate percentage from the table listed above (e.g., an order for DLAS Direct Connect Transport canceled after the RID date but prior to the WOT date would be subject to a cancellation charge equal to 32% of the applicable nonrecurring charges for the service(s) canceled).

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (continued)

5.5.1 Cancellation of a Service Order (continued)

- C. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- D. If the Company misses a Service Date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages or civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.
- E. If the Customer changes the Service Date of a Service Order, as set forth in 5.4.2.A. preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the Service Order will cause a cancellation charge to be incurred, based on the revised schedule.

5.5.2 Partial Cancellation Charge

Any decrease in the number of ordered DLAS Direct Connect Transport or NIS trunks will be treated as a partial cancellation and charges will be determined as set forth in 5.5.1.B. preceding.

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10. NETWORK INTERCONNECTION SERVICES

10.1 GENERAL

The Network Interconnection Services (NIS) available under this price list consists of Physical Network Interconnection Arrangements.

NIS is available only in connection with the termination of Local Traffic to End Users to whom the Company is able to terminate Calls using Access Services as provided elsewhere in this price list. NIS is only available to Customers who are Facility-Based Certified Local Exchange Carriers (CLEC), authorized by the Public Utilities Commission to provide Local Exchange Service in State Of Idaho. The Company shall not be obligated to provide NIS to Customers that do not offer services comparable to NIS to the Company for the termination of Local Traffic originated by the Company. A CLEC providing Local Exchange Service using one or more unbundled network elements provided by another Carrier shall be deemed to be facility-based.

NIS availability is as set forth in Section 16.

10.1.1 Regulations

The provisions of Section 2 and Section 5 of this price list shall apply to NIS unless otherwise specifically provided herein.

A. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2. All NIS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2, will be treated as disconnects and starts.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS

Physical Network Interconnection Arrangements provide the necessary facilities, equipment and connections to allow a Customer to terminate Local Traffic on the Company's network. Physical Network Interconnection Arrangements are not available in connection with termination of Local Traffic to NEPS End Offices.

10.2.1 Obligations of the Company and the Customer

The Company and the Customer are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer, each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 10.2.2 following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the exchange.

The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

10.2.2 Establishing Points of Interconnection

The Company shall designate Points of Interconnection ("POI") at the Company's End Office, and at any other reasonable point on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (continued)

10.2.2 Establishing Points of Interconnection (continued)

The Customer is responsible for providing its own DS1 or DS3 facilities to route calls to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

Subject to mutual agreement between the Customer and the Company, a Customer may terminate traffic on the Company's network in one of two ways: 1) separate trunk groups for Local Traffic and non-Local Traffic; or 2) on combined trunk groups.

The Customer will compensate the Company for terminating Local Traffic which the Customer delivers at the POI for termination on the Company's network in accordance with the Interconnection Agreement between the Company and the Customer.

A. DS1 Port Terminations

The Company provides for the connection of a Customer's DS1 or DS3 facility at the POI, pursuant to charges set forth in Section 10 of the Price List.

1. DS1 Facility

Provided that facilities are available, at the Customer's option, dedicated DS1 facilities may be provided by the Company for termination at the Company's POI. These facilities transmit electrical signals at 1.544 Mbps with the capability to channelize up to 24 voice frequency transmission paths.

2. DS3 Facility

Upon request, the Company will provide for an arrangement that converts a DS3 channel operating at a terminating speed of 44.736 to 28 DS1 channels operating at a terminating speed of 1.544 Mbps using digital time compression multiplexing pursuant to charges set forth in Section 10 of the Price List. When the Customer elects to connect its DS3 facility via Company provided multiplexing, in addition to the multiplexing charges the Customer will also pay the charges for 28 DS1 Port Terminations.

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10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (continued)

10.2.2 Establishing Points of Interconnection (continued)

A. DS1 Port Terminations (continued)

3. 64 Clear Channel Capability

The Company, where available and at the Customer's request, will arrange the channels derived from a DS1 facility for 64 Clear Channel Capability pursuant to charges set forth in Section 10 of the Price List. This optional feature employs the Bipolar 8 Zero Suppression (B8ZS) technique to permit Customers to use the full 64 Kbps bandwidth of a derived channel.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (continued)

10.2.3 SS7 Interconnection

When the Customer uses SS7 signaling to set up calls pursuant to this Price List, the Customer shall provide if available, Calling Party Number (CPN) within the SS7 signaling message. If it is technically infeasible for the Customer to use SS7, the Customer shall use multi-frequency (MF) signaling. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

Access to SS7 provides service offerings to requesting facilities-based carriers/providers seeking access to the Company's Common Channel Signaling (CCS) network including access to signaling ports and links providing a number of access arrangements for use by facilities-based carriers/providers using their own switching facilities.

The AT&T CCS network is a digital data network that carries signaling information and interfaces with the voice/data network. The network uses the SS7 protocol, a protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI) for signaling functions such as routing, establishing connections and other services. Agreements may be required for passing optional pieces of the SS7 protocol.

The AT&T Signaling Access Service provides access to the AT&T CCS network. Access to the network is provided by subscribing to a STP Link Termination, STP Link Transport and a dedicated Signal Transfer Point (STP) port for facilities-based carriers/providers with their own STPs and/or Signal Switching Points (SSPS).

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (continued)

10.2.3 SS7 Interconnection (continued)

A Customer has the option of connecting to the Company's SS7 network either:

- A. On a shared use link and port. If a Customer chooses to connect to the Company's SS7 network using shared link(s) and port(s), the Company shall provide such link(s) and port(s) and the Customer will pay the full charges unless the Company agrees to prorating the charges based upon Percent Signaling Usage (PSU).
- B. The Customer and the Company agree on another signaling interconnection arrangement on an individual case basis.

Application of Charges - The rates that apply for AT&T Signaling Access Service depend upon whether the facilities-based carrier interconnects with the signaling network at the Company's STP from its own SP/SSPs.

- a. For the facilities based carrier, there are recurring, sage and nonrecurring charges that apply. Recurring and nonrecurring charges apply for each Link Termination and Port that is established on a STP. Usage charges apply for the formulation, transport and switching of ISDN User Part (ISUP) or Transaction Capabilities Application Part (TCAP) messages throughout the network.
- b. Nonrecurring charges apply to the facilities-based carrier for the establishment or disconnection of Originating Point Codes (OPC). An OPC installation charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. An OPC disconnection charge applies for each OPC removed. The OPC charge applies on a per service basis.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (continued)

10.2.3 SS7 Interconnection (continued)

1. Signal Formulation - An ISUP Signal Formulation usage charge will be assessed to the facilities-based Carrier/provider for each Initial Address Message (IAM) that is formulated at the Company's End or Tandem office for the termination of traffic into the Company's network or when the Company's End Office or Tandem is used for the termination of traffic into the facilities-based carrier's network or another facilities-based carrier's network. A TCAP Signal Formulation usage charge will be assessed to the facilities-based carrier for each TCAP message that is formulated to the Company's end office for the termination of signaling associated messages.

An ISUP Signal Formulation usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is formulated at the Company's switch/tandem for the origination or termination of service to or from a carrier's switch.

2. Signal Transport - An ISUP Signal Transport usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is transported to the Company's end office for the termination or origination of direct or tandem routed traffic. A TCAP Signal Transport usage charge will be assessed to the facilities-based carrier for each TCAP message that is transported to the Company's end office for the termination of signaling associated messages.



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10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (continued)

10.2.3 SS7 Interconnection (continued)

3. Signal Switching - An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier/Provider for each IAM that is switched at the STP for the termination of direct or tandem routed traffic to the Company's end office or for the origination of direct or tandem routed traffic within the facilities-based carrier's network or to another carrier's network. An ISUP Signal Switching usage charge will be assessed for each IAM that is switched at the local STP for the origination of traffic. An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier's/provider for each IAM that is switched at the STP for the termination of traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the STP for the origination of signaling associated messages.

The application of these rates is set forth in Section 10.1 of the Price List.

10.2.4 Charges

The charges applicable to Physical Network Interconnection Arrangements are set forth in Section 10.1 of the Price List.

10.2.5 Collocation

Nothing in this price list shall obligate the Company to provide physical collocation services to the Customer. Collocation arrangements, if any, will be made subject to availability and on an Individual Case Basis.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.1 GENERAL

A Service Order Charge as set forth in Section 5.4.1 may be applicable to services ordered from this section.

13.2 ADDITIONAL ENGINEERING

Additional Engineering, including engineering reviews as set forth in Section 5.4.2, will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in Section 13.1 of the Price List will apply, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

- A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Record (DLR) as set forth in Section 2.1.13.
- A Customer requested Design Change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review set forth in Section 5.4.2. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the Customer authorizes the Company to proceed with the Design Change.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3 ADDITIONAL LABOR

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in 13.3.1 through 13.3.5 following. The Company will notify the Customer that the Additional Labor charges set forth in Section 13.2 of the Price List will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

13.3.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

13.3.2 Overtime Repair

Overtime repair is that Company repair effort performed outside of normally scheduled working hours.

13.3.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

13.3.4 Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect other companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

13.3.5 Other Labor

Other labor is that additional labor not included in 13.3.1 through 13.3.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this price list.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES

13.4.1 Presubscription

A. General Description

Presubscription is the process by which End User Customers may select and designate to the Company, an Interexchange Carrier (IXC) for completing intrastate intraLATA Calls without dialing an access code. This IXC is referred to as the End User's IntraLATA Primary Interexchange Carrier (IPIC) for intraLATA Calls.

1. End Users will be asked to presubscribe to an IXC at the time they place an order with the Company for Local Exchange Service. They may select either of the following options:
  - a) designate an IXC as their IPIC and dial 10XXX or 101XXXX to reach other IXCs, or
  - b) designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101XXXX for all Calls to all IXCs.

There will be no charge for this initial selection. Only one IXC may be selected for each individual line, or lines terminating in the same hunt group, for the IPIC.

2. Subsequent to the establishment of Local Exchange Service and the End User's initial selection, an IPIC Change Charge, as set forth in Section 13.3.A. of the Price List, will apply for any changes.
3. If an End User fails to make an initial selection prior to the establishment of Local Exchange Service, the End User will be required to dial an access code (10XXX or 101XXXX) for all intrastate intraLATA Calls as available.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.1 Presubscription (continued)

B. Obligations of IXCs

1. If an IXC elects to discontinue its intraLATA service offering, the IXC will notify the Company of the cancellation. The IXC will also notify all presubscribed End Users that they are canceling their service and that they should contact the Company to select a new IPIC. The IXC will also inform the affected End User that it will pay the IPIC Change Charge. The Company will bill the discontinuing IXC the IPIC Change Charge for each End User that the IXC has designated to it.
2. If an IXC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reason other than that set forth in 1. above, the IXC will identify to the Company any affected End Users and advise the Company of the new CIC to be assigned to these End Users. If the CIC change involves a change of carrier for any End Users, the IXC will notify the affected End Users of the change. The Company will change the predesignated carrier code of each End User identified by the IXC to the new CIC and bill the IXC the IPIC Change Charge set forth in Section 13.3.A. of the Price List, for each End User line or trunk that is changed.
3. IXCs must comply with all State requirements for verifying IPIC change orders obtained by telemarketing prior to submitting orders to the Company and for instituting steps to obtain Letters of Authorization (LOA) on IPIC change orders submitted to the Company.

C. Reserved for Future Use

D. Reserved for Future Use

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.2 Billing Name and Address Service

A. General Description

1. Billing Name and Address (BNA) Service is the provision by the Company to an intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.
2. BNA Service is provided only for the purposes of allowing Customers to bill their End Users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of End Users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

3. BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted End Users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.



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13.4 MISCELLANEOUS SERVICES (continued)

13.4.2 Billing Name and Address Service (continued)

B. Undertaking of the Company

1. Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.
2. Upon written request from an authorized individual of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers per request can be faxed to AT&T. A request for information on over 50 telephone numbers per request must be mailed to AT&T. A Customer may not request a total of more than 200 telephone numbers by manual (fax and/or mail) requests per month. The standard response to such requests will be via facsimile or other negotiated mediums, such as Direct: Connect or tape.
3. Upon receipt of a magnetic tape or electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's magnetic tape or data file. The standard response for magnetic tape requests will be via magnetic tape. The standard response for an electronic BNA request will be via electronic feed.
4. Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 13.4.2.D.4 following.
5. The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.2 Billing Name and Address Service (continued)

B. Undertaking of the Company (continued)

6. The Company will not disclose BNA information to parties other than intrastate service providers and their authorized agents. BNA disclosure is limited to those purposes as defined in 13.4.2.A.2 preceding.
7. The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 13.4.2.A.2 preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

C. Obligations of the Customer

1. Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.
2. A Customer which intends to submit recorded calls via magnetic tape or electronic feed must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
3. The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 13.4.2.A.2 preceding.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.2 Billing Name and Address Service (continued)

C. Obligations of the Customer (continued)

4. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records it assembles through the use of BNA Service.
5. Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.
6. The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.
7. The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

D. Rate Regulations

1. A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.
2. A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.

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13.4 MISCELLANEOUS SERVICES (continued)

13.4.2 Billing Name and Address Service (continued)

D. Rate Regulations (continued)

3. A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via magnetic tape or electronic feed. The charge applies for each telephone number for which BNA information is requested.
4. The Company will bill the Customer in accordance with 2. and 3. preceding regardless of whether or not the Company was able to provide BNA information for all requests.
5. Customer requests for BNA information which are non-standard are subject to Non-Standard-BNA Request Charges and Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming and Company-Provided Magnetic Tape Charges will also apply, if required to meet the Customer's request.
6. Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in the Company's FCC Access Services Tariff, will apply.
7. The rates for BNA Service are set forth in Section 13.3 of the Price List.

13.4.3 Maintenance of Service

- A. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

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13.4 MISCELLANEOUS SERVICES (continued)

13.4.3 Maintenance of Service (continued)

- B. The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer Premises or to a Point of Interconnection in connection with Network Interconnection Services, and the trouble is in equipment or communications systems provided by other than the Company or in deprice listed CPE provided by the Company.
- C. In either A. or B. preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The rates for Maintenance of Service are the same as the rates set forth in Section 13.2.C. of the Price List for Testing and Maintenance with Other Companies as described in 13.3.4.

13.4.4 Toll Free (8YY) Data Base Service

Toll Free (8YY) Data Base Service is an originating offering, which provides a carrier identification function for numbers using Toll Free Service Access Codes (SACs). When a Toll Free Service number is originated by an End User, the Company will query the appropriate data base to perform the carrier identification function. For this service a Carrier Identification Charge as set forth in Section 13.3.H. of the Price List will apply.

A. 8YY to POTS Translation Optional Feature

The 8YY to POTS Translation Optional Feature allows End Users to designate a 10 digit POTS telephone number to be translated from a specific 8YY number to be delivered to the End User's premises. If the 8YY to POTS Translation Optional Feature is ordered, the End User will be unable to determine that such calls originated as 8YY dialed calls unless the Customer also orders the Automatic Number Identification (ANI) optional feature. For this feature an 8YY to POTS Number Translation Charge as set forth in Section 13.3.H. of the Price List will apply.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.4 Toll Free (8YY) Data Base Service (continued)

B. Call Handling and Destination Feature

The Call Handling and Destination Feature is available to 8YY Data Base Service End Users on an optional basis. This feature allows for the End User to create call processing logic for 8YY dialed calls. In this manner the 8YY Data Base Service can be customized to meet individual requirements. The feature may be used in combination with one or more routing options based upon End User specification and technical switch limitations.

The End User may segment the 8YY calls based on the following options to choose different terminating destinations and/or multiple carriers:

- Specific telephone number of the calling party
- Time of day
- Day of week
- Specific days of the year (e.g., December 25)
- Percentage of traffic (in one percent increments)

The availability of the Call Handling and Destination Feature based on specific telephone number of the calling party is subject to the Company's ability to obtain full 10-digit ANI of the calling party. For the Call Handling and Destination Feature a charge as set forth in Section 13.3.H. of the Price List will apply.

Toll Free (8YY) Data Base Service is provided subject to technical capability and successful completion of application testing.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.5 (Reserved for Future Use)

13.4.6 (Reserved for Future Use)

13.4.7 Provision of Access/Network Interconnection Service Billing Information

A. The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

1. Paper
  - Detailed paper bill
2. Bill Data Record
  - Magnetic Tape
  - Electronic Data Transmission

B. In addition to the Customer's primary monthly Access or Network Interconnection Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.

C. At the option of the Customer, and for an additional charge as set forth in Section 13.3 of the Price List:

1. Additional hard copies of the monthly Access or Network Interconnection Service bill or service and features record may be provided on paper.
2. Additional Bill Data Record information may be provided on magnetic tape.
3. Additional Bill Data Record information may be transmitted to the Customer by electronic data transmission.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.7 Provision of Access/Network Interconnection Service Billing Information (continued)

- D. The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4 applies to all primary monthly Access or Network Interconnection Service bills, regardless of the chosen bill medium.
- E. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Access or Network Interconnection Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

- F. Regulations regarding electronic data transmission failure will apply as follows:
  - 1. In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.



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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (continued)

13.4.7 Provision of Access/Network Interconnection Service Billing  
Information (continued)

F. (continued)

2. In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in Section 13.3 of the Price List.
3. In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in (1) and (2) preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if (2) preceding applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in Section 13.3 of the Price List.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.1 GENERAL

AT&T Digital Link Access Service (DLAS) provides switched access, (1) on an originating basis only for Toll Free (8YY) Service Calls from, and (2) for other Calls, on a terminating basis only to, the Premises of an End User which is obtaining the AT&T Digital Link Service offering (DLS End User) under the Company's Local Exchange Service Price list. DLAS is provided via common switching and switched transport facilities, and utilizes dedicated digital facilities associated with AT&T Digital Link Service to connect the DLS End Office to the DLS End User's Premises.

DLAS availability is as set forth in Section 16. DLAS is provided on a terminating basis solely to the Premises of DLS End Users who purchase inward calling capabilities as part of an AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Price list. DLAS is provided on an originating basis for Toll Free (8YY) Service Calls solely where AT&T has made arrangements for such Calls to receive appropriate data base query functionality and routing. The application of rates for DLAS is as set forth in 15.3.1 following.

15.1.1 Service Description

At the option of the Customer, DLAS may be provisioned one of two ways: (1) via Company-provided trunks between a DLS End Office and the Access Tandem(s) serving such DLS End Office; or (2) on an ICB basis via direct trunks from the Customer Premises to the DLS End Office, as set forth in 15.2.1.A. following. The provisioning method specified in (1) employs the use of a Meet Point Billing arrangement, as described in Section 2.4.8, under which the Customer must obtain Access Tandem and transport facilities from another service provider to connect the Customer's Serving Wire Center to the Company-provided trunks at the Access Tandem. The DLS End Office and the Access Tandem(s) from which each is served are identified in Section 16.3.3.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.1 GENERAL (continued)

15.1.1 Service Description (continued)

DLAS may only be used to access valid NXXs, as set forth in Section 16, and/or telephone numbers served by the DLS End Office.

Each DLAS transmission path is provided with standard transmission specifications. The standard specifications applicable to DLAS are as set forth in Technical Reference GR-334-CORE.

15.2 DLAS RATE CATEGORIES

The two rate categories which apply to DLAS are Switched Transport (described in 15.2.1 following) and the Switching Charge (described in 15.2.2 following).

15.2.1 Switched Transport

Switched Transport is composed of two further rate categories, Direct Connect Transport and Tandem-Switched Transport.

A. Direct Connect Transport

Direct Connect Transport is a rate category which provides for the direct connection of a Customer Premises to a DLS End Office. The technical arrangements (including signaling) and rates associated with DLAS Direct Connect Transport will be negotiated on an ICB basis and listed in 15.4 following.

DLAS Direct Connect Transport is furnished in quantities of 24 trunks and must be ordered by the Customer as set forth in Section 5.2.1.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES (continued)

15.2.1 Switched Transport (continued)

B. Tandem-Switched Transport

Tandem-Switched Transport is a rate category based on a Meet Point Billing arrangement under which transmission facilities are switched through an Access Tandem between the Customer's Serving Wire Center and a DLS End Office. DLAS Tandem-Switched Transport is also available between an Access Tandem and the applicable DLS End Office when the Customer elects to use direct transport between its Serving Wire Center and such Access Tandem, in which case the mileage for the Tandem-Switched Transport Facility rate element is measured differently as set forth in Section 15.3.5 for purposes of determining the Meet Point Billing charges.

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- The Tandem-Switched Transport Termination rate element, which includes the non-distance sensitive portion of the Tandem-Switched Transport, and
- The Tandem-Switched Transport Facility rate element, which includes the distance sensitive portion of the Tandem-Switched Transport.

Any Access Tandem switching charges will also apply as set forth in the price list of the company providing the Access Tandem.

DLAS Tandem-Switched Transport includes the necessary signaling between the Access Tandem and the served DLS End Office. Accordingly, no signaling arrangements are required with the Company for Customers who utilize DLAS Tandem-Switched Transport.

The rates and charges applicable to Tandem-Switched Transport are listed in Section 15 of the Price List. Application of those rates and charges is as set forth in 15.3.1.B. following, and in Section 2.4.8.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES (continued)

15.2.2 Switching Charge

A. Originating Switching Charge

The Originating Switching Charge rate category provides the switching and DLS End User origination functions necessary to originate DLAS Calls from a DLS End User to a Customer.

The rates for the Originating Switching Charge are set forth in Section 15 of the Price List. The application of these rates is as set forth in 15.3.1.C. following.

B. Terminating Switching Charge

The Terminating Switching Charge rate category provides the switching and DLS End User termination functions necessary to complete the transmission of DLAS Calls to the Premises of the DLS End User and to originate Toll Free (8YY) Calls from a DLS End User to a Customer.

The rates for the Terminating Switching Charge are set forth in Section 15 of the Price List. The application of these rates is as set forth in 15.3.1.C. following.

15.2.3 Reserved for Future Use

15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply to DLAS.

15.3.1 Application of Rates and Charges

A. Direct Connect Transport

The application of rates and charges for DLAS Direct Connect Transport is set forth in 15.4 following.

B. Tandem-Switched Transport

Tandem-Switched Transport rates are usage sensitive. The rate application for the Tandem-Switched Transport rate element is described below.

1. Tandem-Switched Transport Termination Rate

The Tandem-Switched Transport Termination rate is assessed to all Access Minutes that are transported over DLAS Tandem-Switched Transport. The Tandem-Switched Transport termination rates may vary depending on whether the billed traffic is InterLATER or Intra LATA.

2. Tandem-Switched Facility Rate

The Tandem Switched Transport Facility rate is assessed on a per minute per mile basis to all Access Minutes that are transported over DLAS Tandem-Switched Transport. Tandem-Switched Facility mileages and charges are determined as set forth in 15.3.5 following.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS (continued)

15.3.1 Application of Rates and Charges (continued)

C. Switching Charge

The Switching Charge applies to all Access Minutes switched at a DLS End Office.

15.3.2 Minimum Periods

The minimum periods for DLAS are as set forth in Section 2.4.3 except for any exceptions noted for Direct Connect Transport in 15.4 following.

15.3.3 Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2. All DLAS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2, will be treated as disconnects and starts.



15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS (continued)

15.3.4 Measuring Access Minutes

DLAS Calls will be measured to determine the basis for computing chargeable Access Minutes. In the event the Customer call detail is not available because of lost or damaged tapes or recording system outages, the Company will estimate the volume of lost Customer Access Minutes based on previously known values.

The measured minutes for DLAS Calls are the chargeable Access Minutes.

DLAS minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each DLS End Office and are then rounded up to the nearest Access Minute for each such End Office.

A. DLAS Usage Measurement

The measurement of Access Minutes for DLAS begins when the recording switch receives answer supervision from the DLS End User, indicating the DLS End User has answered. The measurement of Access Minutes ends when the recording switch receives disconnect supervision from either the DLS End User, indicating the DLS End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the recording switch.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS (continued)

15.3.5 Mileage Measurement

The mileage to be used to determine Tandem-Switched Transport Facility mileage charges is calculated as set forth in A. and B. following.

- A. When Tandem-Switched Transport is utilized by the Customer between the Customer's Access Tandem and the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between the Customer's Access Tandem and the DLS End Office.
- B. When direct transport is utilized by the Customer between the Customer's Access Tandem and the Access Tandem serving the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between such Access Tandem and DLS End Office.

To determine the charge to be billed, first compute the mileage using the V&H coordinate method as set forth in Section 16.2. If the calculation results in a fraction of a mile, always round up to the next whole mile. Multiply the rounded mileage by (1) the Tandem-Switched Transport Facility rate, (2) the Access Minutes to be billed and (3) the applicable Meet Point Billing Percentage determined as set forth in Section 16.4.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.4 DLAS DIRECT CONNECT TRANSPORT - ICB ARRANGEMENTS

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16. SERVICE AVAILABILITY AND RATING INFORMATION

16.1 GENERAL

This section contains service availability and rating information applicable to the Access Services and Network Interconnection Services offered under this price list and is arranged as follows:

Section 16.2 - V&H Coordinate Method of Determining Airline Mileage

Section 16.3 - Service Availability and Wire Center Information

Section 16.4 - Meet Point Billing Information

16.2 V&H COORDINATE METHOD OF DETERMINING AIRLINE MILEAGE

For Access Services and Network Interconnection Services provided under this price list, the airline mileage between any two wire centers is determined as follows:

- 1 Obtain the "V" and "H" coordinates for each wire center from the NECA Price list F.C.C. No. 4.
- 2 Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3 Square each difference obtained in step (2) above.
- 4 Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7 Formula = 
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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16. SERVICE AVAILABILITY AND RATING INFORMATION

16.3 SERVICE AVAILABILITY AND WIRE CENTER INFORMATION

16.3.1 (Reserved For Future Use)

16.3.2 Access Services Availability - Level B

Presubscription (Section 13.4.1) and Billing Name and Address Service (Section 13.4.2) shall be offered at the locations listed below:

Areas within Idaho served by Qwest/Century Link Communications.

16.3.3 AT&T Digital Link Access Service

The availability (NXXs) and wire center information for AT&T Digital Link Access Service (DLAS) is as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

16.3.4 Network Interconnection Services

The availability and wire center information for Network Interconnection Services is the same as is set forth for AT&T Digital Link Access Service in 16.3.3 preceding.

16.3.5 Network Element-Provided Access Service

The availability for Network Element-Provided Access Service (NEPAS) is as set forth as follows:

Not available in Idaho.

16.4 MEET POINT BILLING INFORMATION

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

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1. GENERAL

This section contains the rates applicable to the Access Services and Network Interconnection Services offered in this Price List. The regulations applicable to these services are found in other sections of this Price List as follows:

Rate Section	<u>Service</u>	Regulations Located In
2.	General Regulations	Section 2
3.	(Reserved For Future Use)	
4.	(Reserved For Future Use)	
5.	Access/Interconnection Ordering	Section 5
6.	(Reserved For Future Use)	
7.	(Reserved For Future Use)	
8.	(Reserved For Future Use)	
9.	(Reserved For Future Use)	
10.	Network Interconnection Services	Section 10
11.	(Reserved For Future Use)	
12.	(Reserved For Future Use)	
13.	Additional Engineering, Labor and Miscellaneous Services	Section 13
14.	(Reserved For Future Use)	
15.	AT&T Access Service	Section 15

For a more detailed listing of the contents of any of the sections listed above refer to the Table of Contents located in the front of the Price List.

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2. PAYMENT OF RATES AND CHARGES; RECIPROCAL PRICING

The regulations regarding the payment of rates and charges are set forth in Section 2.4, preceding. (Payment Arrangements and Credit Allowances).

Notwithstanding any other provision of this Price List, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this Price List to the Company within Idaho, during any billing period, in the event that any of the applicable rates and charges set forth in this Section 17 are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within Idaho for services comparable to the services provided under this Price List, then, for such Customer, such rates and charges in this Price List may be increased by the Company to an amount equal to such Customer Prices.

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5. ACCESS/INTERCONNECTION ORDERING

5.1	Service Order Charge		
		USOC	Rate
	per Order for Access Service	NRWAO	\$48.71
	per Order for NIS	NRWN1	\$48.71
5.2	Administrative Change Charge		
		USOC	Rate
	per Change	NRWCV	\$13.00
5.3	Service Date Change Charge		
		USOC	Rate
	per Order	NRWSV	\$13.00
5.4	Design Change Charge		
		USOC	Rate
	per Order	NRODC	\$103.00

If a change of service date is required, the Service Date Change Charge set forth in 17.5.3. preceding will also apply.

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10. NETWORK INTERCONNECTION SERVICES

10.1 Physical Network Interconnection Arrangements

A. DS1 MONTHLY RATES

	USOC	Rate
DS1 Facility-Zero Mileage		
- per DS1	SWCDZ	\$ 91.61
DS1 Facility-Other than Zero Mileage		
- per DS1	SWCDF	\$128.96
- per mile	SWCMF	\$ 1.82
DS1 Port Termination		
- per port (first 28)	SWCZ1	\$36.00
- per port (29-56)	SWCZ2	\$33.00
- per port (57-84)	SWCZ3	\$26.00
- per port (85-112)	SWCZ4	\$21.00
- per port (113-140)	SWCZ5	\$17.00
- per port (141-168)	SWCZ6	\$13.00
- per port (169 and above)	SWCZ7	\$12.00
DS3 to DS1 Multiplexing		
- per multiplexer	VUMDS	\$201.88

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10. NETWORK INTERCONNECTION SERVICES

10.1 Physical Network Interconnection Arrangements (continued)

B. DS1 NONRECURRING RATES

	USOC	<u>Rate</u>
DS1 Facility-Zero Mileage - per facility	NRWD2	\$ 535.27
DS1 Facility-Other than Zero Mileage - per facility	NRWD3	\$ 535.27
DS1 Port Terminations - per port (first 168)	NRWZ1	\$ 267.00
- per port (169-300)	NRWZ2	\$ 175.00
- per port (301-500)	NRWZ3	\$ 125.00
- per port (501-750)	NRWZ4	\$ 75.00
- per port (751-1000)	NRWZ5	\$ 50.00
- per port (1001 and above)	NRWZ6	\$ 25.00
Installation Charges - per 24 trunks	NRWTK	\$1611.00
Engineering Charge - per DS1 Trunk Group	NRWE3	\$ 0.00
DS3 to DS1 Multiplexing - per multiplexer	NRWD1	\$ 298.29

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10. NETWORK INTERCONNECTION SERVICES

10.1 Physical Network Interconnection Arrangements (continued)

C. 64 CLEAR CHANNEL CAPABILITY

	USOC	<u>Monthly Rate</u>	USOC	<u>Nonrecurring Rate</u>
Per DS1 arranged, per mile	S4CMF	None	NRWD4	\$25.00

D. SS7 CHARGES

	USOC	<u>Monthly Rate</u>	USOC	<u>Nonrecurring Rate</u>
STP Link Termination - per Termination	SWCLT	None	NRWL3	None
STP Link Transport - fixed	SWCLM	\$ 37.35		None
- per Mile	8SCMF	\$ 1.25		None
STP Port - per port	SWCPP	\$425.00		\$290.57

Signal Formulation, per IAM	.000829
Signal Formulation, per TCAP message	.000118
Signal Transport, per IAM	.000559
Signal Transport, per TCAP Message	.000034
Signal Switching, per IAM	.001162
Signal Switching, per TCAP Message	.000056

Originating Point Code	<u>Non-recurring</u>	<u>Monthly Rate</u>
-Per OPC, per service request. Added, deleted, or changed per STP Pair	\$20.00	(None)

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.1 Additional Engineering Rates

In connection with the application of rates for Additional Engineering, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

Additional Engineering Period	USOC	First Half Hour or Fraction Thereof	USOC	Each Add'l Half Hour or Fraction Thereof
- Basic Time, normally scheduled working hours, per engineer	NRWEN	\$30.00	NRWE1	\$30.00
- Overtime, outside of scheduled working hours, per engineer	NRWEO	\$40.00	NRWE2	\$40.00

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.2 Additional Labor Rates

In connection with the application of rates for Additional Labor, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

A. Overtime Installation or Repair

Additional Labor Period	USOC	First Half Hour or Fraction Thereof	USOC	Each Add'l Half Hour or Fraction Thereof
- Overtime*, outside of normally scheduled working hours an a scheduled work day, per technician	NRWLO	\$9.00	NRWL1	\$9.00
- Premium time*, outside of scheduled work day per technician	NRWLP	\$17.00	NRWL2	\$17.00

\* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.2 Additional Labor Rates (continued)

B. Standby

Additional Labor Period	USOC	First Half Hour or Fraction Thereof	USOC	Each Add'l Half Hour or Fraction Thereof
- Basic Time normally scheduled working hours, per technician	-	\$28.00	NRWT4	\$28.00
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	-	\$36.00	NRWT5	\$36.00
- Premium time*, outside of scheduled work day per technician	-	\$45.00	NRWT6	\$45.00

\* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.2 Additional Labor Rates (continued)

C. Testing and Maintenance with Other Companies and Other Labor

Additional Labor Period	USOC	First Half Hour or Fraction Thereof	USOC	Each Add'l Half Hour or Fraction Thereof
- Basic Time normally scheduled working hours, per technician	NRWM1	\$27.00	NRWM4	\$27.00
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	NRWM2	\$36.00	NRWM5	\$36.00
- Premium time, outside of scheduled work day per technician	NRWM3	\$45.00	NRWM6	\$45.00

\* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.3 Miscellaneous Services Rates

A. Presubscription

	USOC	Nonrecurring Charge
IPIC Change Charge		
- Per Business or Residence line or trunk	NRZP5	\$ 5.00

B. Billing Name and Address Service

	USOC	Rate
Service Establishment Charge		
- Per account established	NRWBS	\$500.00
BNA Request Charges		
- Manual, per BNA record requested	SWCBM	\$ 1.05
- Mechanized, per BNA record requested	SWCBE	\$ .18
- Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	SWCBN	\$ .65
Additional Programming Charge		
- Per each half hour or fraction thereof	NRWPG	\$ 40.00
Company-Provided Magnetic Tape Charge		
- Per Magnetic Tape	MMXCT	\$ 25.00

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

13.3 Miscellaneous Services Rates (continued)

C. (Reserved for Future Use)

D. (Reserved for Future Use)

E. (Reserved for Future Use)

F. (Reserved for Future Use)

G. Provision of Access/Interconnection Service Billing Information Rates

	USOC	Rate
- Additional hard copies of the Customer's monthly bill or service and features record on paper,		
- per page	UUUPB	\$0.24
- Additional copies of Bill Data Record information in magnetic tape format,		
- per record (A record is comprised of 225 bytes.)	MMXR3	\$0.0029
- Additional Electronic Data Transmission to a Customer Premises of Bill Data Record information,		
- per record* transmitted	UUUED	\$0.0005

H. Toll Free (8YY) Data Base Service

	Per Query Charge
- Carrier Identification Charge	
- per query	*
- 8YY to POTS Number Translation	
- per query	*
- Call Handling and Destination Feature	
- per query	*

\* The charges applied to Intrastate Switched Access are found in the Company's FCC Access Services Tariff, Section 17 at <http://serviceguide.att.com/ABS/ext/TariffDetails.cfm>.

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15. AT&T DIGITAL LINK ACCESS SERVICE RATES

15.1 Tandem-Switched Transport

A. Tandem-Switched Transport Termination

	Rate
Originating-Per Access Minute	*
Terminating-Per Access Minute	*

B. Tandem-Switched Transport Facility

	Rate
Originating-Per Access Minute per mile	
Non-8YY	\$0.000023
8YY	*
Terminating-Per Access Minute per mile	*

C. Tandem Switching Per Access Minutes

	Rate
Originating Non-8YY	\$0.00
Originating 8YY	*
Terminating	*

D. Terminating-Common Muxing Per Access Minute

\*

15.2 Switching Charge

A. Originating Switching Charge

	Rate
Per Access Minute	*

B. Terminating Switching Charge

	Rate
Per Access Minute	*

\* The charges applied to Intrastate Switched Access are found in the Company's FCC Access Services Tariff, Section 17 at <http://serviceguide.att.com/ABS/ext/TariffDetails.cfm>.

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Effective May 1, 2024, the AT&T Enterprises, LLC, Idaho Business Services Price List hereby supersedes and replaces the AT&T Corp., Idaho Business Services Tariff in its entirety.

AT&T ENTERPRISES, LLC

STATE OF IDAHO

INTEREXCHANGE CARRIER,  
BUSINESS SERVICES PRICE LIST

Advice No. ID-24-ATT-0003

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PREFACE

Revisions to this Price List are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meaning are as follows:

EXPLANATION OF SYMBOLS

- C to signify changed regulation
- D to signify discontinued material
- I to signify increase in rate
- M to signify material moved from or to another part of the Price List with no change, unless there is another Price List change symbol present
- N to signify new material
- T to signify a change in text but no change in rate or regulation
- R To signify rate reduction

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1. APPLICATION OF PRICE LIST

1.1 APPLICATION

1.1.1 General

This Price List contains the prices, terms and conditions applicable to Casual Calling and Initial Subscription Services provided to business Customers for calling between two or more stations within the state of Idaho.

The prices, terms and conditions listed in this Price List are applicable for services provided pursuant to this Price List. When services are not provided pursuant to a filed Price List, the prices, terms and conditions shall be offered pursuant to a Services Agreement contract. The agreements are provided at [www.att.com/servicepublications](http://www.att.com/servicepublications). Price lists can also be found via this link.

1.1.2 Jurisdiction

This Price List is on file with and covers the use of the services subject to the Idaho Public Utilities Commission's jurisdiction.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

Casual Calling/Initial Subscription Services are furnished for the transmission of voice communications, but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service.

Casual Calling/Initial Subscription Services are available twenty-four hours a day, seven days per week.

The Company does not transmit messages. However, Casual Calling/Initial Subscription Services may be used for that purpose.

2.1.2 Transmission Medium

The Company selects and/or arranges for the channels and/or service components used to provide Casual Calling/Initial Subscription Services. Any suitable technology or combination of technologies may be used. The Company may modify or change the channels and/or service components used to furnish Casual Calling/Initial Subscription Services at any time subject to the regulations in 2.3. of this Price List.

2.1.3 Provision of Customer Equipment

Customer equipment may be used with Casual Calling/Initial Subscription Services. The Company does not provide Customer equipment.

2.1.4 Through Transmission of Signals

The Company is responsible for the provision of Casual Calling/Initial Subscription Services from station to station. It is not responsible for the quality of transmission or signaling on the Customer's side of the interface at a Customer's premises.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.5 Availability of Casual Calling/Initial Subscription Services

A. Availability

1. Service will be provided where facilities and billing capability are available.
2. Service is furnished subject to the availability of the service components required. The Company will determine which of those components shall be used and make modifications to those components at its option. "Service components" shall include, but not be limited to, the existence of access and/or billing arrangements on an originating and/or terminating basis. In the absence of access arrangements between the Company and the access provider at a particular Station, a Customer may be unable to place calls from or to the affected Station.

B. Restoration of Service

1. The use and restoration of Casual Calling/Initial Subscription Services will be in accordance with Part 64, Subpart D, of the Federal Communications Commission's Rules and Regulations.

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2. GENERAL REGULATIONS

2.2 USE

2.2.1 General

Casual Calling/Initial Subscription Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications network. Casual Calling/Initial Subscription Services are furnished for use by the Customer but may be used by others when so authorized by the Customer.

2.2.2 Abuse

The abuse of Casual Calling/Initial Subscription Services is prohibited. The following activities constitute abuse:

- A. Using Casual Calling/Initial Subscription Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or
- B. Using Casual Calling/Initial Subscription Services in such a way that it interferes unreasonably with the use of other Company service(s).

2.2.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, Casual Calling/Initial Subscription Services is prohibited. The following activities constitute fraudulent use:

- A. Using Casual Calling/Initial Subscription Services to transmit a message, locate a person, or otherwise give or obtain information, without payment for the services,
- B. Using or attempting to use Casual Calling/Initial Subscription Services with the intent to avoid the payment, either in whole or in part, of the Price List charges for the services by:
  - 1. Rearranging, tampering with, or making connections not authorized by this Price List to any service components used to furnish Casual Calling/Initial Subscription Services, or
  - 2. Using fraudulent means or devices, tricks, schemes, false or invalid number, false credit devices, or electronic devices.

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2. GENERAL REGULATIONS

2.3 RESPONSIBILITIES OF THE COMPANY

2.3.1 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this Price List. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of Casual Calling/Initial Subscription Services, and subject to the provisions of B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this Price List for the Casual Calling/Initial Subscription Services call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of Casual Calling/Initial Subscription Services, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless by the Customer and user against all claims, losses, or damages arising from the use of Casual Calling/Initial Subscription Services furnished pursuant to this Price List, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from combining or using Casual Calling/Initial Subscription Services furnished by the Company in connection with facilities or equipment furnished by others; and/or
  - 3. All other claims arising out of any act or omission of others relating to Casual Calling/Initial Subscription Services provided pursuant to this Price List.
- E. The Company does not guarantee or make any warranty with respect to Casual Calling/Initial Subscription Services when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and user against all claims, losses or damages by any person relating to Casual Calling/Initial Subscription Services provided pursuant to this Price List when used in an explosive atmosphere.

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2. GENERAL REGULATIONS

2.3 RESPONSIBILITIES OF THE COMPANY (continued)

2.3.1 Liability (continued)

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this Price List. The Company will defend the Customer and user against claims of patent infringement arising solely from the use by the Customer or user of Casual Calling/Initial Subscription Services offered under this Price List and will indemnify such Customer or user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain service under this Price List shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control.

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2. GENERAL REGULATIONS

2.4 RESPONSIBILITIES OF THE CUSTOMER

2.4.1 General

The Customer's general responsibilities are described in this section. When Customer equipment or a Customer-provided communications system is connected to Casual Calling/Initial Subscription Services, the Customer assumes additional responsibilities that are described in the "Connections" section of this Price List (see 2.7. of this Price List).

A. Payment of Bills and Compliance with Regulations

The Customer is responsible for placing any necessary orders and complying with Price List regulations for Casual Calling/Initial Subscription Services and for assuring that its users comply with applicable regulations. The Customer is also responsible for the payment of bills for Casual Calling/Initial Subscription Services. This includes payment for Casual Calling/Initial Subscription Services calls or services originated or received at the Customer's number(s).

B. Establishing Identity

1. The calling party is responsible for establishing its identity as often as necessary during the course of a call.
2. The calling party assumes full responsibility for identifying the station, party, or person with whom connection is made at the called number or numbers.

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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

2.5.1 General

Applicable prices and charges are contained in the Price List section of this Price List.

2.5.2 Application of Charges

The prices and charges that are in effect in this Price List when Casual Calling/Initial Subscription Services are furnished are the prices and charges used to determine the Customer's bill.

2.5.3 Payment of Charges

Payment for Casual Calling/Initial Subscription Services is due upon presentation of the bill. Casual Calling/Initial Subscription Services may be denied for nonpayment of a bill, (see Violation of Regulations, 2.9.).

2.5.4 Late Payment Charge

Subject to billing and systems availability, when a bill or estimated bill for switched services charges is presented to the Customer, any amounts for which payment has not been received within 30 calendar days of the invoice date will be considered delinquent. The Customer shall be assessed a Late Payment Charge on any delinquent account balance when that balance exceeds \$25.00. The minimum late Payment Charge is \$5.00. The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by the applicable interest rate. The interest rate shall be 18% annually, simple interest (1.5% per month, simple interest) unless an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply. The Customer shall not be charged a Late Payment Charge on a delinquent balance, however, if an applicable law or regulation prohibits the imposition of such charges.

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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (continued)

2.5.4 Late Payment Charge (continued)

In the event a Customer disputes, in good faith, the validity of any switched services charges appearing on its invoice, as specified in this Price List, the amount of these disputed charges will be excluded from the total delinquent balance while the dispute is pending. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charge shall be deemed correct and binding on the Customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

When a local exchange company provides the billing function on behalf of the Company, the local exchange company's local exchange service late payment charge applies. Late payment charges do not apply until after the due date of the bill on which the usage charges first appear.

2.5.5 Reserved for Future Use

2.5.6 Returned Check Charge

An administrative charge of \$15.00 is applied to customer's bill for each occasion that a check, bank draft, or electronic funds transfer is returned for the reason of insufficient funds or no account. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's return check charge applies.

2.5.7 Instate Connection Fee

An Instate Connection Fee of \$2.99 will be assessed to customers who subscribe to AT&T Casual Calling/Initial Subscription services. This fee will be charged to all customers who incur at least \$0.01 of long distance usage or long distance charges on their monthly bill. Billed charges can be in the form of billed usage or a billed monthly fee.

2.6 USE OF ANOTHER MEANS OF COMMUNICATIONS

If the Customer elects to use another means of communication during a period of interruption of Casual Calling/Initial Subscription Services, the Customer must pay the charges for the alternative service used.

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2. GENERAL REGULATIONS

2.7 CONNECTIONS

2.7.1 General

When Customer equipment is connected to Casual Calling/Initial Subscription Services it must comply with Part 68 of the F.C.C.'s Rules and Regulations, 47 C.F.R. Part 68 (commonly known as the F.C.C.'s Registration Program). When any equipment or system which is not subject to Part 68 of the F.C.C.'s Rules and Regulations is connected, the minimum protection criteria specified in this Price List must be met.

The Company is responsible for the quality of transmission from station to station.

2.7.2 Responsibilities of the Customer

When Customer equipment or a Customer-provided communications system is connected to Casual Calling/Initial Subscription Services, the Customer assumes responsibility for the connection as follows:

A. Compatibility with Casual Calling/Initial Subscription Services

The Customer is responsible for the compatibility of its equipment or system with Casual Calling/Initial Subscription Services. This responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

B. Interference and Hazard

The operating characteristics of the Customer equipment or Customer-provided communications system connected to Casual Calling/Initial Subscription Services must not interfere with, or impair, any of the services offered by the Company. In addition, they must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company equipment, or otherwise injure the public in its use of Casual Calling/Initial Subscription Services.

C. Changes to Casual Calling/Initial Subscription Services

The Company is not obligated to alter or modify Casual Calling/Initial Subscription Services because of additions or changes to Customer equipment or a customer-provided communications system.



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2. GENERAL REGULATIONS

2.7 CONNECTIONS (continued)

2.7.2 Responsibilities of the Customer (continued)

D. Testing and Maintenance

If a trouble condition occurs on an assembly, the Customer must determine whether the fault is in (1) the connected Customer equipment or Customer-provided communications system, or (2) Casual Calling/Initial Subscription Services. The Company will test and maintain only Casual Calling/Initial Subscription Services.

2.7.3 Responsibilities of the Company

A. General

The Company will furnish and maintain its service components in a manner suitable for Casual Calling/Initial Subscription Services.

B. Changes in Components, Operations, or Procedures

The Company is not responsible to any party if a change in its Casual Calling/Initial Subscription Services components, operations, or procedures, which is consistent with the Registration Program, (1) affects any facilities, Customer equipment or customer-provided communications systems provided by others in any way, or (2) requires their modification in order to be used with Casual Calling/Initial Subscription Services. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the Casual Calling/Initial Subscription Services or render any Customer equipment or Customer-provided communications system incompatible with Casual Calling/Initial Subscription Services, the Company will provide adequate notice, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

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2. GENERAL REGULATIONS

## 2.7 CONNECTIONS (continued)

## 2.7.4 Recording of Two-way Telephone Conversations

Casual Calling/Initial Subscription Services is not represented as adapted to the recording of two-way telephone conversations. However, voice-recording equipment, which is directly, acoustically or inductively connected with Casual Calling/Initial Subscription Services may be used for the recording of such conversations subject to the following regulations which have been adopted by the F.C.C.:

## A. Recording Requirements

The voice recording equipment must be arranged so that it can be connected or disconnected (or switched on or off) at the will of the Customer. In addition, one of the following conditions must apply:

1. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and the prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
2. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of (1) the recording equipment, or (2) registered or grandfathered protective circuitry.

A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:

- The licensee informs each party to the call of its intent to broadcast the conversation, or
- Each party to the call is aware of the licensee's intent to broadcast the call, or
- Such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.

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2. GENERAL REGULATIONS

2.7 CONNECTIONS (continued)

2.7.4 Recording of Two-Way Telephone Conversations (continued)

B. Exceptions

The F.C.C. established the following exceptions to the foregoing requirements:

1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls. Included in this exception are:
  - a. Recordings made at the United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line system when connected to Casual Calling/Initial Subscription Services and,
  - b. Recording made by the United States Nuclear Regulatory Commission of the Department of Energy with respect to the telephone systems located at its Operations Center.
2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted. Included in this exception are:
  - a. Recordings made by the United States Secret Services of the Department of the Treasury for recording of two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of his immediate family, or the White House and its grounds.
  - b. Recordings of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under color of law.

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2. GENERAL REGULATIONS

2.7 CONNECTIONS (continued)

2.7.5 Minimum Protection Criteria

A. General

Minimum Protection Criteria have been specified so that Company personnel, equipment, and services will be protected from the harmful effects of signal power overload, hazardous voltages and longitudinal imbalance. Minimum Protection Criteria apply to the direct electrical, acoustic, or inductive connections of Customer equipment, test equipment and Customer-provided communications systems to the network.

B. All Connections

Customer equipment, test equipment and Customer-provided communications systems which are connected to the network on a direct electrical basis or an acoustic or inductive basis, must comply with the following:

1. To protect other Company services, it is necessary that the signal which is applied at the station meets the following limits:

a. Metallic Voltage

- (1) 4kHz to 270 KHz

<u>Center Frequency (f) of 8 KHz Band</u>	<u>Max. Voltage in All 8 KHz Bands</u>	<u>Terminating Impedance</u>
8 KHz to 12 KHz	- (6.4 + 12.6 log f) dBV*	300 ohms
12 KHz to 90 KHz	(23 - 40 log f) dBV	135 ohms
90 KHz to 266 KHz	- 55 dBV	135 ohms

\*dBV = 20 log<sub>10</sub> voltage in volts

- (2) The root-mean-square (RMS) value of the metallic voltage components in the frequency range of 270 KHz to 6 MHz shall, averaged over 2 microseconds, not exceed -15 dBV. This limitation applies with a metallic termination having an impedance of 135 ohms.

GENERAL REGULATIONS

2.7 CONNECTIONS (continued)

2.7.5 Minimum Protection Criteria (continued)

b. Longitudinal Voltage

(1) 4 KHz to 270 KHz

Center Frequency (f) of 8 KHz Band	Max. Voltage in All 8 KHz Bands	Longitudinal Terminating Impedance
8 KHz to 12 KHz	- (18.4 + 20 log f) dBV*	500 ohms
12 KHz to 42 KHz	(3 - 40 log f) dBV	90 ohms
42 KHz to 266 KHz	- 62 dBV	90 ohms

\*dBV = 20 log<sub>10</sub> voltage in volts

- (2) The root-mean-square (RMS) value of the longitudinal voltage components in the frequency range of 270 KHz to 6 MHz shall, averaged over 2 microseconds, not exceed -30 dBV. This limitation applies with a longitudinal termination having an impedance of 90 ohms.

C. Signal Power

To prevent the interruption or disconnection of a call, it is necessary that the signal power applied at the station be limited. Specifically, the signal at the station shall at no time have energy concentrated solely in the 2450 to 2750 Hz band. If there is signal power at the station in the 2450 to 2750 Hz band, it must not exceed the power present at the same time in the 800 to 2450 Hz band.

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2. GENERAL REGULATIONS

2.7 CONNECTIONS (continued)

2.7.5 Minimum Protection Criteria (continued)

D. Direct Electrical Connections

In addition to the regulations in B. preceding, Customer equipment, test equipment and Customer-provided communications systems which are connected to the network on a direct electrical basis must comply with the following:

1. To prevent excessive noise and crosstalk, it is necessary that the power of the signal presented at the AT&T Central Office not to exceed 12dB below one milliwatt when measured over any three second interval. To ensure that this limit is not exceeded, the power of the signal which may be applied by the Customer equipment, test equipment or Customer-provided communications system to the station will be specified for each Customer location. In no case shall the power exceed one milliwatt.

E. Acoustic or Inductive Connections

In addition to the regulations in B. preceding, Customer equipment and Customer-provided communications systems which are connected to the network on an acoustic or inductive basis must comply with the following:

1. To prevent excessive noise and crosstalk, it is necessary that the power of the signal which is applied by the equipment to the station located on the Customer's or user's premises be limited so that the signal power does not exceed 9dB below one milliwatt when averaged over any three second interval. However, to permit each Customer, independent of distance from the serving office, to supply signal power which at the serving office, approximates 12dB below one milliwatt when averaged over any three-second interval, the Company, at the Customer's request, will specify, for each Customer location, the signal power at the station, which shall in no case exceed one milliwatt.

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2. GENERAL REGULATIONS

2.8 PRICE DETERMINATION

The price for a Casual Calling/Initial Subscription Services call is determined by factors such as:

- The distance between the rate centers of the originating (calling) station and the terminating (called) station; and, under certain conditions the distance between the V&H coordinates of an AT&T central office and the rate center of a station of the V&H coordinate of an AT&T central office;
- The time-of-day and the day-of-week; and
- The duration of the call.

The specific factors which apply to a given Casual Calling/Initial Subscription Services call and their application are listed in the Price List section applicable to that type of call. The regulations pertaining to those factors are as follows.

2.8.1 Time-of-Day and Day-of-Week

The price charged for a Casual Calling/Initial Subscription Services call may be determined in part by the day-of-week and the time-of-day at the originating (calling) station or at the AT&T central office associated with the originating (calling) station using special access. Different prices may be applicable to a call at different times of the day and on certain days of the week as specified in the appropriate price section for that call.

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2. GENERAL REGULATIONS

2.8 PRICE DETERMINATION (continued)

2.8.2 Determining the Chargeable Time of a Call

The chargeable time for a Casual Calling/Initial Subscription Services call is determined by the duration of the call. Chargeable time includes the initial period plus the additional time involved, if any, and is determined as follows:

- A. On all calls, chargeable time begins when completed connection is established between the calling station and the called station.
- B. Chargeable time ends when the calling station "hangs up". If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released either by automatic timing equipment in the telecommunications network or by the Company operator.
- C. Initial minute rates for all calls are one minute or any fraction thereof.
- D. All additional minute rates are for each additional minute or any fraction thereof that the connection continues beyond the initial minute.



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2. GENERAL REGULATIONS

2.8 PRICE DETERMINATION (continued)

2.8.2 Determining the Chargeable Time of a Call (continued)

E. When Casual Calling/Initial Subscription Services are directly connected to a Customer-provided communications system at a Customer's or user's premises, chargeable time begins when a Casual Calling/Initial Subscription Services 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 Casual Calling/Initial Subscription Services so that chargeable time may begin.

2.8.3 Determining the Applicable Price In Effect

- A. When a Casual Calling/Initial Subscription call is established in one price period and ends in another price period, the price in effect at the calling station for each price period applies to the portion of the call occurring within that price period. When a unit of time is split between two price periods, the price applicable to that unit of time is based on the price period in which it began.
- B. Chargeable time for a price period (e.g., 8:00 A.M. - 5:00 P.M.) begins with the first stated hour (e.g., 8:00 A.M.) and continues to, but does not include the second stated hour (e.g., 5:00 P.M.).
- C. Prices are quoted in terms of initial and additional period for Day, Evening and Night/Weekend time periods in the Price List.

Rate Period Table

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM to # 5:00 PM	DAY RATE PERIOD						
5:00 PM to #11:00 PM	EVENING RATE PERIOD						EVE
11:00 PM to # 8:00 AM	NIGHT & WEEKEND RATE PERIOD						

# to, but not including

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2. GENERAL REGULATIONS

2.8 PRICE DETERMINATION (continued)

2.8.4 Use of Casual Calling/Initial Subscription Services For Resale or Shared Use

When Casual Calling/Initial Subscription Services are resold or shared, the Customer may advise its user that a portion of the Customer's service is provided by this Company. However, the Customer shall not represent that this Company jointly participates in the provision of the Customer's services.

2.9 VIOLATION OF REGULATIONS

2.9.1 General

The Company may take immediate action to protect its services or interests when certain regulations contained in this Price List are violated. The specific regulations involved and the action(s) which will be taken by this Company are as specified in 2.9.2. and 2.9.3., following.

2.9.2 Interference, Impairment or Improper Use

The Company may temporarily restrict service immediately when the Customer violation:

- Circumvents the Company's ability to charge for its services as specified in 2.2.3.B. (Fraudulent Use) preceding, or
- Results in an immediate harm to the network or other Company services as specified in 2.7.5. (Minimum Protection Criteria).

In such cases, the Company will make a reasonable effort to give the Customer prior notice before restricting service.

When a violation results in a denial for additional service and/or restriction of service, the denial and/or restriction will be removed when the Customer is in compliance with the regulation and so advises the Company.

2.9.3 Nonpayment of Charges

The Company may deny and/or restrict Casual Calling/Initial Subscription Services for nonpayment of charges due as specified in 2.5.3. (Payment of Charges) preceding. A written notice will be sent to the Customer at least five days in advance of the restriction and/or denial of Casual Calling/Initial Subscription Services. Upon payment of charges the restriction and/or denial of Casual Calling/Initial Subscription service will be removed.

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2. GENERAL REGULATIONS

2.10 DEFINITIONS

Call

- a completed connection established between a calling station and one or more called stations.

Called Station

- the station (e.g., telephone number) called, or the terminating point of a call.

Calling Station

- the station (e.g., telephone number) from which a call is originated.

Company

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Customer

- the person or legal entity which orders service directly or through an agent.

Premises

- a building or buildings on continuous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Protective Circuitry

- discrete electrical circuitry that is within the scope of the Registration Program and is designed to protect Casual Calling/Initial Subscription Services from harm.

Rate Center

- a specified geographical location used for determining mileage measurements.

Station

- any location from which Casual Calling/Initial Subscription Services calls can be placed and/or received.

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3. CASUAL CALLING SERVICE

3.1 Description

AT&T Casual Calling Service permits callers to access AT&T's switched network for completion of their instate long distance Dial Station calls by dialing carrier access code 1010288.

3.2 Non-Subscriber 1010288 Service

Non-Subscriber 1010288 Service is available for intrastate Dial Station calls placed from points within the state of Idaho and billed to the Customer's business telephone account that is not presubscribed to AT&T as the primary interexchange carrier. Access to Non-Subscriber 1010288 Service for dial Station calls must be made by dialing carrier access code 1010288. The Customer is responsible for any 1010288 charges billed to the Customer's account regardless of how the carrier access code is dialed.

Non-Subscriber 1010288 Service does not include:

- conference calls,
- calls to AT&T Directory Assistance;
- calls to 800 and 900 telephone numbers;
- Telecommunications Relay Service calls;
- calls placed from cellular phones;
- calls made by Customers with Disabilities who are Certified as described in Custom Network Services-Service Guide located at: <http://www.att.com/serviceguide/business>
- calls billed to a business telephone account for which presubscription to AT&T has been discontinued, but an active billing record for such account still exists in AT&T's billing system. These calls will be rated at dial Station rates as described in the Price List for Commercial Long Distance Service. In addition, the monthly recurring charge, as described in the Price List for Commercial Long Distance Service, applies in any month that a subscriber makes a call at these rates.

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3. CASUAL CALLING SERVICE

3.2 Non-Subscriber 1010288 Service (continued)

AT&T will also credit the charges for Non-Subscriber 1010288 Service reported by Customers during an F.C.C. reportable incident of service outage by another interexchange carrier. To receive either of these credits, Customers must contact AT&T through an 800 number designated for billing inquiries. Applicable Dial station charges will apply for all completed calls for which a credit is received. The credit will be given either in the form of a bill credit, or a long distance Certificate, at AT&T's discretion.

3.2.1 Availability

The application of charges for Non-Subscriber 1010288 Service is subject to billing availability.

3.2.2 Rates and Charges

Usage charges and a per-call Service Charge apply to each completed call.

Service Charges associated with Non-Subscriber 1010288 Service apply in addition to all other applicable Service Charges and Surcharges.

Charges are applicable 24 hours-a-day, 7 days-a-week. Duration of each call is recorded in whole minutes, with partial minutes rounded up to the next whole minute (for example, a 45 second call will be billed as a one-minute call).

The rates and charges applicable to Non-Subscriber 1010288 Service are specified in the Price List of this Price List.

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4. INITIAL SUBSCRIPTION

4.1 Description

Initial subscription to AT&T for toll or instate long distance services is made through a local service provider and AT&T does not yet have billing, name, address or any other account data to know that this is an AT&T pre-subscribed Customer. Notification from the local provider could take up to 45 days.

4.1.1 Credits

AT&T will credit the charges for Non-Subscriber 1010288 Service reported by newly presubscribed AT&T Customers during the period between presubscription and administrative processing of the new Customer.

4.1.2 Availability

The application of charges for Initial Subscription is subject to billing availability.

4.1.3 Rates and Charges

Usage charges apply to each completed call.

Charges are applicable 24 hours-a-day, 7 days-a-week. Duration of each call is recorded in whole minutes, with partial minutes rounded up to the next whole minute (for example, a 45 second call will be billed as a one-minute call).

The rates applicable to Initial Subscription are specified in the Price List of this Price List.

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3. CASUAL CALLING SERVICE

Non-Subscriber 1010288 Service

Dial Station Usage Rates

InterLATA and IntraLATA

MILEAGE BAND	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	ADDITIONAL MINUTE	INITIAL MINUTE	ADDITIONAL MINUTE	INITIAL MINUTE	ADDITIONAL MINUTE
0- 10	\$1.3900	\$1.3900	\$1.3440	\$1.2960	\$1.2000	\$1.2000
11- 22	\$1.5200	\$1.3900	\$1.3900	\$1.3440	\$1.2000	\$1.2000
23- 55	\$1.9500	\$1.7200	\$1.6200	\$1.4300	\$1.3900	\$1.2960
56-124	\$2.2600	\$1.9700	\$1.8300	\$1.5600	\$1.5200	\$1.3900
125-292	\$2.4900	\$2.1600	\$2.0800	\$1.7700	\$1.7200	\$1.5200
293-OVER	\$2.5600	\$2.3300	\$2.2000	\$1.9500	\$1.7700	\$1.7200

	Per Call
Non-Subscriber 1010288 Service Charge	\$3.50

4. INITIAL SUBSCRIPTION

Dial Station Usage Rates

InterLATA and IntraLATA

MILEAGE BAND	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	ADDITIONAL MINUTE	INITIAL MINUTE	ADDITIONAL MINUTE	INITIAL MINUTE	ADDITIONAL MINUTE
0- 10	\$1.3900	\$1.3900	\$1.3440	\$1.2960	\$1.2000	\$1.2000
11- 22	\$1.5200	\$1.3900	\$1.3900	\$1.3440	\$1.2000	\$1.2000
23- 55	\$1.9500	\$1.7200	\$1.6200	\$1.4300	\$1.3900	\$1.2960
56-124	\$2.2600	\$1.9700	\$1.8300	\$1.5600	\$1.5200	\$1.3900
125-292	\$2.4900	\$2.1600	\$2.0800	\$1.7700	\$1.7200	\$1.5200
293-OVER	\$2.5600	\$2.3300	\$2.2000	\$1.9500	\$1.7700	\$1.7200

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Effective May 1, 2024, the AT&T Enterprises, LLC Idaho Telecommunications Services Price List hereby supersedes and replaces the AT&T Corp. Idaho Telecommunications Services Tariff in its entirety.

AT&T Consumer Customers:

The reference document for interstate terms and conditions for AT&T consumer long distance services the AT&T Service Guides located at <http://www.att.com/serviceguide/home> will contain the interstate terms and conditions. Customers who cannot access the web may call 1-888-288-4099 to request a copy of the Service Guide appropriate for their calling plan.

Some of AT&T's services are interstate in nature and reference the consumer AT&T Service Guides. These services are complementary to interstate service and are not available for standalone intrastate usage. All terms, conditions, features and functions, installation and monthly charges, and any other charges except intrastate usage will apply as described in the Consumer AT&T Service Guides.

AT&T's Idaho Price List applies only to intrastate usage.

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APPLICATION

AT&T Consumer Customers:

The reference document for interstate terms and conditions for AT&T consumer long distance services is the AT&T Service Guides located at <http://www.att.com/serviceguide/home> will contain the interstate terms and conditions. Customers who cannot access the web may call 1-888-288-4099 to request a copy of the Service Guide appropriate for their calling plan.

This Price List contains the regulations and rates applicable to intrastate telecommunications services in the State of Idaho furnished by AT&T Enterprises, LLC, hereinafter referred to as the Company or AT&T.

EXPLANATION OF PRICE LIST CHANGE SYMBOLS

These symbols will appear in the right hand margin, when applicable.

- (C) - To signify changed regulation
- (D) - To signify discontinued material
- (I) - To signify rate increase
- (M) - To signify material moved from or to another part of the Price List with no change, unless there is another Price List change symbol present
- (N) - To signify new material
- (T) - To signify a change in text but no change in rate or regulation
- (R) - To signify rate reduction

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SECTION 1 - DEFINITIONS

1.1 Definition of Terms

Access Line

A transmission path that connects a customer premises to an AT&T central office.

Access Line Grouping

An access line or group of access lines with the same identifying number. A group of access lines may be either standard or special access lines but must be all of one type.

Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company, and which are independent of, and not electrically, acoustically, or inductively connected to, the conductors in the communications path of the Company facilities.

Assembly

A configuration consisting of Customer equipment and/or a Customer communications system or systems, which is connected to Custom Network Service.

AT&T Central Office

The physical point of access for a service to the AT&T interoffice network.

Authorized User

A person firm or corporation who is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service and on whose premises a station of the service must be located.



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SECTION 1 - DEFINITIONS

1.1 Definition of Terms (continued)

Building

A structure consisting of an enclosed area surrounded by outside walls and under one continuous roof.

Call

A completed connection established between a calling station and one or more called stations.

Called Station

The station (e.g., telephone number) called, or the terminating point of a call.

Calling Station

The station from which a call is originated.

Central Office

A switching unit providing telecommunications services to the general public for terminating and interconnecting lines. More than one central office may be located in the same building.

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SECTION 1 - DEFINITIONS

1.1 Definition of Terms (continued)

Communications Systems

Non-Company dedicated channels and equipment furnished for communications between premises.

Company

Refers to AT&T Enterprises, LLC

Connecting Arrangement

The equipment provided by the Company to accomplish the direct electrical connection of Customer facilities with the facilities of the Company

Connecting Company/Carrier

Any telephone company or carrier whose facilities may be connected with those of the Company for the purpose of furnishing telecommunications services.

Contract

The service agreement between a Customer and the Company under which facilities for communications between specified locations are furnished, in accordance with the provisions of this Price List.

Customer

The person, firm, corporation or government agency contracting for service and responsible for the payment of charges and compliance with Company regulations. A channel service Customer must have a communications requirement of their own.

Customer Equipment

Station or terminal equipment provided by the Customer, authorized user or joint user.

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SECTION 1 - DEFINITIONS

1.1 Definition of Terms (continued)

Direct Electrical Connection

A physical connection of the electrical conductors in the communications path.

Exchange

A geographical unit established for the administration of telecommunication services in a specified area.

Grandfathered

A term which describes Customer equipment that was directly connected as specified below and that is grandfathered under Part 68 of the Federal Communications Commission, Rules and Regulations because:

- The terminal equipment was directly connected to the telecommunications network or local exchange services prior to July 1, 1979.

-The multiline terminating system was directly connected to the telecommunications network or local exchange service prior to January 1, 1980.

- The protective circuitry was directly connected to the telecommunications network or local exchange service prior to the dates set forth preceding.

Home NPA

As used in connection with AT&T TOLL-FREE MEGACOM or AT&T TOLL-FREE READYLINE Service, the NPA of the AT&T TOLL-FREE MEGACOM or AT&T TOLL-FREE READYLINE Service Central Office from which a Customer has obtained service.

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SECTION 1 - DEFINITIONS

1.1 Definition of Terms (continued)

Joint User

A person, firm or corporation who is designated by the Customer as a user of a channel service furnished to the Customer and to whom a portion of the charge for the service will be billed under a joint user arrangement.

Local Access and Transport Area (LATA)

A geographic area established by a local exchange carrier which delimits its operational area and may include points outside the state.

Local Exchange Company

The company that provides local exchange service within an authorized serving area.

Message Telecommunications Service (MTS)

A communication between two or more stations located in different local service areas.

Miscellaneous Common Carrier

A communications common carrier which is engaged in providing service by radio through a base station authorized by the Federal Communications Commission but who does not also provide a public land wire telephone service.

Multiline Terminating System

Premises switching equipment and key telephone type systems which are capable of terminating more than one local exchange service line, or WATS access line.

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SECTION 1 - DEFINITIONS

1.1 Definition of Terms (continued)

Network Control Signaling

Transmission of signals used for telecommunications services which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions) to control the operating of switching machines.

Obsolete Services

Services referred to as obsolete are no longer suitable to meet the current needs of the general public. They will not be furnished as a new entire item of service to any Customer or applicant.

Off-Network Call

A call between a station on a CUSTOM NETWORK SERVICE and a station which is not associated with a CUSTOM NETWORK SERVICE.

On-Network Call

A call between stations on a CUSTOM NETWORK SERVICE.

Premises

A building or buildings on continuous property (except rights-of-way, etc.) not separated by a public thoroughfare.

Protective Circuitry

Discrete electrical circuitry that is within the scope of the Registration Program and is designed to protect CUSTOM NETWORK SERVICE from harm.

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SECTION 1 - DEFINITIONS

1.1 Definition of Terms (continued)

Rate Center

A specified geographical point within or outside an exchange area, from which mileage measurements are determined for the application of mileage rates for either channel services or message telecommunications services rates.

Rate Center Area

The area which encompasses the territories identified by the Central Office codes that are assigned to a rate center.

Registered

A term which means compliance with and approval within the Registration Program.

Registered Equipment

Equipment which complies and has been approved within the registration provisions of Part 68 of the FCC Rules and Regulations.

Registration Program

Part 68 of the FCC Rules and Regulations which permits Customer equipment to be directly connected to CUSTOM NETWORK SERVICE and certain circuits without the requirement for protective circuitry.

Standard Access Line

A transmission path that connects a Customer premises to a AT&T custom service using local exchange company central office switching equipment and a common user transmission path to a AT&T central office.

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SECTION 1 - DEFINITIONS

1.1 Definition of Terms (continued)

Station

A signaling unit and other type equipment at a point on a premises which allows the Customer to establish communication.

Switching Equipment

Equipment which performs the function of establishing and releasing connections on a per call basis between stations, telecommunications services, or communications systems.

Terminal Equipment

Any telecommunications equipment other than a multiline terminating system, or communications system connected to CUSTOM NETWORK SERVICE at a Customer's or User's premises.

Wire Center

The building where cable facilities are terminated which furnishes service within a designated wire center serving area.

- Serving Wire Center

The wire center from which service is provided to the Customer.

- Wire Center Serving Area

The area of the exchange served by a single wire center.

Telecommunications Network

The MTS and WATS network provided by this Company.

SECTION 2 - GENERAL REGULATIONS

2.1 Establishing and Furnishing Service

The general regulations are applicable in addition to the specific regulations for service offerings in other sections of this Price List.

The Company reserves the right to limit use and/or duration of telecommunications services.

2.1.1 Applications for Service

Applications for establishment or changes of service may be made to the Company verbally or in writing.

The Company or the authorized agent reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company or the authorized agent on the Customer's behalf for service previously furnished, until the indebtedness is satisfied.

2.1.2 Cancelled Applications

Applications for new service, additions or modifications which are cancelled before service is established or before the work is completed may result in a charge to the Customer for all expenses incurred before the cancellation notice is received. However, the charges shall not exceed those which would apply if the work involved in the application or the request were completed, i.e., all applicable service connection, etc.

2.1.3 Cancellation for Cause

The Company by written notice to the Customer, may immediately cancel the application for or discontinue service without incurring any liability for the following reasons:

- Nonpayment of any sum due the Company.
- A violation of any condition governing the furnishing of service.
- By order of a court or other governmental authority having jurisdiction.



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2.1 Establishing and Furnishing Service (continued)

2.1.4 Obligation to Furnish Service

The Company's obligation to furnish service is dependent on its ability to secure and maintain suitable rights and facilities, without unreasonable expense, and to provide for the installation and maintenance of those facilities.

2.1.5 Ownership and Use of Facilities

Facilities furnished by the Company on the premises of a Customer are the property of the Company. The Company's agents and employees must be allowed to enter the Customer's premises at any reasonable hour for installing, inspecting, maintaining, repairing the facilities, or removing them. This remains the responsibility solely of the Company, or its agents, unless otherwise specified.

2.1.6 Credit Establishment

The Company will conduct a credit investigation of each residential service Customer or applicant prior to accepting the service order, customer deposit or advance payment.

2.2 Obligations and Liability of the Company

2.2.1 Company Liability

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the Customer, or of the Company, in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs.

The Company is liable for damages to a Customer's premises caused by its gross negligence or willful misconduct.

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SECTION 2 - GENERAL REGULATIONS

2.2. Obligations and Liability of the Company (continued)

2.2.2 Company Liability Exemptions

The Company's failure to provide or maintain service under this Price List shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control.

The Company is not liable to the Customer for certain claims, losses or damages arising from the use of service furnished under this Price List, such as:

- Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication; claims for patent infringement arising from combining or using the Company service in connection with facilities or equipment furnished by others; or other claims arising out of any act or omission of others relating to the service provided by the Company.
- The Company does not guarantee or make any warranty or accept liability for claims, losses, or damages with respect to its service when used in an explosive atmosphere.
- The Company may require the Customer to sign an agreement before furnishing the service.
- The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties.

2.2.3 Validity of Exculpatory Clause

The above Price List 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 Obligations of the Customer

The Customer, authorized user or joint user shall provide, install, maintain and bear the expense of the provision of power required to operate Company facilities.

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2.3 Obligations of the Customer (continued)

The Customer, authorized user or joint user is responsible for reimbursing the Company for any loss through theft or damage to facilities caused by negligence or willful acts.

The Company's facilities should be available for maintenance purposes at a time agreeable to both the Company and the Customer. An allowance will not be made for the period during which the service is interrupted for maintenance.

The Customer is responsible for provision, installation and maintenance of sealed conduit with explosive-proof fittings between facilities furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with regular facilities of the Company. The Customer must install and maintain service at locations within the hazardous area if, in the opinion of the Company, injury to employees or its agents, or damage to property might result, unless otherwise specified in this Tariff.

2.4 Transfer of Service between Customers

The service, or any rights associated, may not be assigned or transferred in any manner.

2.5 Termination of Service for Cause

The Company may terminate service, with written notice, due to:

- Nonpayment due the Company within the Rules and Regulations For All Telephone Companies Under the Jurisdiction of the Idaho Public Utilities Commission promulgated in Order No. 15290 in Case No. P- 300-6 by the Idaho Public Utilities Commission, and all amendments to those rules which may be hereafter adopted by the Idaho Public Utilities Commission.

- Abandonment of the service; The use of foul or obscene language; Impersonation with intent to defraud; Interfering with the service of others in any way.

- Right to Refuse Service

The Company reserves the right to refuse service to any applicant, or any applicant who wishes to establish service for a former Customer who has been found to be indebted to the Company for service previously furnished. The refusal of service will remain in effect until satisfactory arrangements have been made for the payment of all such indebtedness. At any time, the above conditions become apparent to the Company, it may, at its discretion, terminate or suspend service until the prior indebtedness has been satisfied.

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2.5 Termination of Service for Cause (continued)

- Transmitting a message or otherwise attempting to obtain service for oneself or others so as to avoid payment of the applicable MTS or WATS charge.
- The use of the service to harass another.
- If any law enforcement agency advises the Company that the service is being used for unlawful purposes.
- The Company or authorized agent will restrict access to the network when an account is delinquent and the Company's or the authorized agent's attempts to obtain payment have failed.
- The Company may terminate service, without written notice, due to the violation of Price List regulations.

2.6 Payments, Deposits and Late Charges

2.6.1 Payment of Bills

All charges for service and facilities exclusive of toll messages are payable in advance by check, money order, cash or electronically in lawful United States currency. Charges for toll messages are payable upon receipt of the bill.

The Customer is responsible for the payment of all charges for service, facilities and messages placed from or accepted at the Customer's station. Service may be terminated or suspended for non-payment.

Payment, which is not honored by the payer bank or institution, will be considered as nonpayment, and a returned check charge of \$20.00 will apply. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's returned check charge applies.

2.6.2 Advance Payments

The Company reserves the right to require advance payments for service. The amount of advance payment is credited to the Customer's account and applies to any indebtedness under the contract.

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2.6 Payments, Deposits and Late Charges (continued)

2.6.3 Late Payment Charge

Subject to billing and systems availability, when a bill or estimated bill for charges is presented to the Customer, any amounts for which payment has not been received within 30 calendar days of the invoice date will be considered delinquent. The Customer may be assessed a Late Payment Charge on any delinquent account balance. The Late Payment Charge is \$6.50. The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Customer shall not be charged a Late Payment Charge on a delinquent balance, however, if an applicable law or regulation prohibits the imposition of such charges.

In the event a Customer disputes, in good faith, the validity of any charges appearing on its invoice, the amount of these disputed charges will be excluded from the total delinquent balance while the dispute is pending. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the Customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

When a local exchange company provides the billing function on behalf of the Company, the local exchange company's local exchange service late payment charge applies. Late payment charges do not apply until after the due date of the bill on which the usage charges first appear.

2.6.4 Deposits

The Applicant or Customer may be required to make a deposit to be held as a guarantee for the payment of charges for services furnished. When service is terminated, the amount of the deposit, with interest, will be applied to any indebtedness to the Company.

A deposit must be refunded or credited to the Customer's account prior to termination of the service if the Company deems it no longer necessary or upon satisfactory payment by the Customer of all proper charges for telephone service for a period of twelve consecutive months. The deposit will bear simple interest at the rate currently in effect by Order of the Commission.

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2.6 Payments, Deposits and Late Charges (continued)

2.6.5. Convenience Fee For Payment Made With A Company Representative

A \$5.00 fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was originated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

2.7 Minimum Period

The minimum period for which service and facilities is furnished is one month, unless otherwise specified in this Price List.

2.8 Special Taxes, Fees, Charges

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, surcharges for Universal Service and other funds, costs of furnishing service without charge or similar taxes, surcharges or impositions levied by the Federal, State or Local government, or any political subdivision or taxing authority against the Company may be billed by the Company to its Customers on a pro rata basis.

2.9 Restoral of Service Conditions

If service is suspended for nonpayment, service will be restored upon receipt of payment of all charges due, which will include the charge for service and facilities during the time of suspension and may include a restoral charge. If the Customer has a history of payments returned for insufficient funds, the Company may require payment be made by cash, money order or certified check. If payment is made by personal check, service will be restored only after clearance of the check by the bank.

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2.11 Allowance for Interruptions

When a Company-caused error or malfunction causes a Customer's service to be interrupted, the Company will provide a credit allowance not exceeding an amount equal to the proportionate charge that would have been billed to the Customer for the period of time the service was interrupted. However, if service is restored within 24 hours of the interruption report or detection by the Company, no allowance will be made. These same provisions apply when the Company requests the Customer to temporarily surrender their service.

2.12 Special Service Arrangements

Special service arrangements consist of offerings not provided for in the Company's applicable Price List. Rates and charges will apply based upon costs incurred and on the circumstances in each case.

These special service arrangements will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an minimum period longer than 1 month at the same location.

2.13 Work Performed Outside Regular Hours

The rates and charges specified in this Price List contemplate that work will be performed during regular working hours. If, at the request of the Customer, work is performed outside of regular working hours, the Customer may be required to pay any additional costs incurred.

2.14 Construction Charges

The Company bases its rates and charges on services furnished under normal conditions. Installation of facilities involving unusual costs because of factors such as the time period, type of facility, or location requested by the Customer may result in special construction charges which will be based on costs incurred in addition to all other applicable charges.

2.15 Promotional Offerings

From time to time, the Company may offer services at a reduced rate or free of charge for promotional, market research, or rate experimentation purposes. Such offerings will be for a limited duration and customers will be so notified.

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SECTION 3 - SERVICE CHARGES

3.1 General Definition

Service charges are one-time charges that apply for service connections and changes, visits by the Company to the Customer's premises when trouble reports result from the use of Customer equipment or facilities and the installation of jacks. They apply in addition to all other rates and charges for service.

3.1.1 Types of Charges

The charges are structured to reflect the work required in serving the Customer on each occasion. There are three major categories of charges described in this section:

- Dual Element Service Charges which apply for service connections and changes.
- Billing Change Charge which applies to establish or change a special billing arrangement and/or change in billing name responsibility subsequent to the initial installation of service.
- Maintenance of Service Charges, which apply for service visits to a Customer's premises when trouble has resulted from equipment or facilities provided by the Customer.

3.2 Dual Element Service Charges

3.2.1 Description

Premises Work Charge

A time sensitive charge applicable to noncomplex residence and noncomplex business, unless otherwise specified, for installation, move and change work performed on the Customer's premises.



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SECTION 3 - SERVICE CHARGES

3.2 Dual Element Service Charges (continued)

3.2.1 Premises Work Charge (continued)

Premises Work charges apply, as required, in addition to Service and Equipment Charges for items of services which are listed in this Price List.

3.2.2 Service and Equipment Charge

A charge that is associated with an item of service which applies on a per service basis each time the service is provided or changed. Service and Equipment Charges, where applicable, are shown with the item of service in the Price List.

Unless otherwise specified, Service and Equipment Charges apply whether or not the facilities are in place. Facilities are considered as being in place when no change is made at the Customer's request in the type or location of the facilities.

3.2.3 Application of Charges

A. Premises Work Charges apply as follows:

	Noncomplex Residence	All Other	USOC
Initial Premises Work Charge First 15-minute increment, or fraction thereof	\$27.50	\$38.0 0	HRR1P
Additional Premises Work Charge Next three 15-minute increments, or fraction thereof, each	10.00	10.00	HRRAP
Additional Premises Work Charge All additional 15-minute increments, or fraction thereof, each	7.50	7.50	

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SECTION 3 - SERVICE CHARGES

3.2 Dual Element Service Charges (continued)

3.2.3 Application of Charges (continued)

B. Billing Change Charge

Each Service Order Required

Residence  
Business

Service &  
Equipment  
Charge

\$4.00  
7.50

C. Maintenance of Service Charges

The premises work charge described in 3.2.1. preceding applies for both noncomplex and complex services.

D. Restoral of Service

If service is interrupted due to nonpayment of charges due the Company or authorized agent on the Company's behalf, service will be reestablished only upon payment of all charges due the Company or authorized agent which may include the following restoration service charge:

- Each line restored	Restoration Service Charge \$32.00
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SECTION 3 - SERVICE CHARGES

3.2 Dual Element Service Charges (continued)

3.2.3 Application of Charges (continued)

E. Billing Change Charge

Each Service Order Required

Residence  
Business

Service &  
Equipment  
Charge

\$4.00  
7.50

F. Maintenance of Service Charges

The premises work charge described in 3.2.1. preceding applies for both noncomplex and complex services.

G. Restoral of Service

If service is interrupted due to nonpayment of charges due the Company or authorized agent on the Company's behalf, service will be reestablished only upon payment of all charges due the Company or authorized agent which may include the following restoration service charge:

- Each line restored	Restoration Service Charge \$32.00
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SECTION 4 - MESSAGE TELECOMMUNICATIONS SERVICE

4.1 Application

Message Telecommunications Service applies to all calls made between two or more rate centers within the State of Idaho.

This service is provided for use by the Customer and may be used by others, when so authorized by the Customer, subject to the provisions of this Price List.

4.2 Regulations

Regulations for MTS listed below are in addition to those contained in Section 2.

The message charges specified in this Price List are in payment for all service furnished between the calling and called stations.

The obligations of both Company and Customer as described in Section 2 also apply to MTS. In addition, during an MTS call the Customer should exchange identifying information with the called party to protect both their interests.

In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid.

4.3 Two-Point Service

4.3.1 Classes of Service

Charges apply according to the class of call the calling station selects.

A. Dial Station

Applies when the calling person dials the telephone number without the assistance of an operator and the call is billed to the calling number. Dial Station rates apply when the operator places a call when the calling party is disabled.

B. Operator Station

Applies when calls are completed with the assistance of an operator, except as otherwise specified.

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4.3 Two-Point Service (continued)

4.3.2 Rates and Charges

AT&T Consumer Customers:

The reference document for interstate terms and conditions for AT&T consumer long distance services is the AT&T Service Guides located at <http://www.att.com/serviceguide/home> will contain the interstate terms and conditions. Customers who cannot access the web may call 1-888-288-4099 to request a copy of the Service Guide appropriate for their calling plan.

A. Rates Applicable on Certain Holidays

Holiday calling rates do not apply to any calls.

B. Timing of Calls

AT&T LDMTS service rates are quoted in terms of initial and additional periods.

A per minute charge applies for each minute or any fraction of a minute after the connection is made for all classes of service.

C. Service Charges

A Service Charge applies to each Operator Station and Operator-Handled Conference Service calls. This charge is in addition to the Initial and Additional Minute rate.

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4.3 Two-Point Service (continued)

4.3.2 Rates and Charges (continued)

D. Coin Telephone Payment Options

Public and semi-public coin telephones that use network coin signaling will not be suitably equipped to accept payment by coin for AT&T long distance calls. Alternative payment methods such as an AT&T prepaid card may be used for AT&T calls made from such telephones.

E. State Cost Recovery Charge (In-State Connection Fee)

A monthly service charge will be applied to each AT&T long distance residential Customer's account. This monthly charge is applied if a Customer has AT&T billable charges and credits on their bill, including but not limited to, monthly recurring charges or minimum usage charges. This charge does not contribute towards any applicable minimum monthly charge.

Billing of this charge applies on a per-account basis.

Monthly Charge:                      \$ 0.46

4.3.3 Timing

A message starts at the time communication is established between the calling station and the called telephone number.

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SECTION 4 - MESSAGE TELECOMMUNICATIONS SERVICE

4.3 Two-Point Service (continued)

4.3.3 Timing (continued)

A. Chargeable Time

Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If one station "hangs up" but the other does not, chargeable time ends when the telecommunications network connection is released by automatic timing equipment or by the operator. Chargeable time does not include time lost because of faults or defects in the service.

B. Time of Day

The time of day at the calling party rate center determines whether day/Peak, evening/Off-Peak, night or weekend rates apply.

4.3.4 Method of Applying Rates

The charge for Two-Point MTS is determined by the distance between stations, time of day and day of week, duration of the call and class of call.

A. Determination of Airline Mileages

1. Two-Point MTS rates between points in Idaho are based on the airline distance between rate centers.
2. The rate centers and the central offices for the State of Idaho are listed by rate center and numerically by central office in AT&T's Business Service Guide, in which this Company concurs.
3. For the purpose of determining airline mileages, vertical and horizontal grid lines have been established across the United States. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. A vertical (V) and horizontal (H) four-digit coordinate is computed for each rate center from its latitude and longitude location on a map. The intersection of the horizontal grid and the vertical grid identifies the V and H coordinates. The distance between any two rate centers is the airline mileage computed between their respective coordinate intersections. The methodology used to determine rate mileage can be found in AT&T's Business Service Guide. The rates applicable to mileage bands are provided in the Schedule of Rates.
4. In cases where a message begins in one rate period and ends in another, the Initial Period rate is the rate in effect at the time the connection is established. The rate for the Additional Period is the rate in effect at the beginning of each Additional Period. If the total computed charges for a call include a fraction of a cent, the fractional amount is dropped.

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4.3 Two-Point Service (continued)

4.3.5. Schedule of Rates

A. Dial Station - X Schedule

InterLATA/IntraLATA Service

PEAK	OFF-PEAK	WEEKEND
PER MINUTE RATE	PER MINUTE RATE	PER MINUTE RATE
\$0.42	\$0.42	\$0.42

B. Dial Station - Y Rate Schedule

InterLATA/IntraLATA Service

PEAK		OFF-PEAK		WEEKEND	
INITIAL	ADDITIONAL	INITIAL	ADDITIONAL	INITIAL	ADDITIONAL
MINUTE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE
\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42

C. Dial Station - Z Rate Schedule

InterLATA/IntraLATA Service

PEAK		OFF-PEAK		WEEKEND	
INITIAL	ADDITIONAL	INITIAL	ADDITIONAL	INITIAL	ADDITIONAL
MINUTE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE
\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42

D. Operator Station - Sent Paid Non-Coin Calls

MILEAGE BAND	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL	ADDITIONAL	INITIAL	ADDITIONAL	INITIAL	ADDITIONAL
	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE	MINUTE
ALL	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49	\$1.49

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4.3 Two-Point Service (continued)

4.3.6 Rate Periods

-DAY, EVENING, NIGHT/WEEKEND

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM to * 5:00 PM	DAY RATE PERIOD						
5:00 PM to *11:00 PM	EVENING RATE PERIOD						EVE. RATE PERIOD
11:00 PM to * 8:00 AM	NIGHT & WEEKEND RATE PERIOD						

\*To but not including

-PEAK, OFF-PEAK, WEEKEND

	MON	TUES		WED	THUR	FRI	SAT	SUN
7:00 AM to * 7:00 PM		PEAK RATE PERIOD						
7:00 PM To * 7:00 AM		OFF-PEAK RATE PERIOD						WEEKEND RATE PERIOD

\*To but not including

4.3.7 Service Charges

Class of Service**	Billed To	
	Calling Card Calls	All Other Calls
- Operator Station		Automated <u>Operator Assisted</u>
Sent Paid - Non-Coin	-	\$13.50

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4.3 Two-Point Service (continued)

4.3.7 Service Charges (continued)

B. Automated and Operator Assisted Service Charges

In addition to the charges in 4.3.5, an Automated Service Charge applies to an 0+ Operator Station call that is fully automated through operator systems and does not use a live Company operator.

An Operator Assisted Service Charge applies to any Operator Station call that is dialed using the appropriate operator code (e.g., 0, 00, 1010288+0) that involves a live Company operator.

The surcharge does not apply:

To calls in which a Company operator places a call for a Calling party who identifies himself/herself as being handicapped and unable to dial the call because of the handicap.

0 calls in which a Company operator is used only to record the calling station number where Originating Number Identification (ONI) is not available in the area of the Local Exchange Company service the originating station.

0+ calls in which a Company operator places a call because Automatic Number Identification (ANI) equipment is not available.

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4.3 Two-Point Service (continued)

4.3.7 Service Charges (continued)

C. Service Charge Exceptions

1. Customers with Disabilities Discount

A 50% rate reduction will apply to all direct dialed long distance calls, within the State of Idaho, that originate from a teletypewriter or similar device from a residential line of a certified deaf and/or speech impaired Customer.

2. Rate Centers of Miscellaneous Common Carrier (MCC) Mobile Stations.

The rate center of mobile stations served by an MCC with whom the Company has made arrangements for the interchange of traffic is the wire center of the exchange in which the point of connection of the system of the particular MCC is located.

3. Telecommunications Relay Service

Telecommunications Relay Service (TRS) calls are those calls completed through a telecommunications relay service center. All terms and conditions are described in Consumer AT&T Service Guide. The discount for residential customers is found in section 4.3.7.C.1 preceding.

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4.3 Two-Point Service (continued)

4.3.7 Service Charges (continued)

D. Operator Transfer Service Fee

An Operator Transfer Service Fee applies to all completed intrastate calls and to completed calls to intrastate Directory Assistance, when an AT&T Customer dials 0-, reaches a Local Exchange Company operator and requests a transfer to AT&T to complete a call, and the Local Exchange Company operator transfers the Customer to the AT&T network from the Local Exchange Company network.

The Operator Transfer Service Fee is applied in addition to any other applicable Service Charges or Surcharges.

The Operator Transfer Service Fee does not apply to:

- Calls to 800 numbers
- Calls to 900 numbers
- Calls to SelectCall Service numbers

Rate per occurrence: \$ .75

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SECTION 4 - MESSAGE TELECOMMUNICATIONS SERVICE

4.4 AT&T NON-SUBSCRIBER SERVICE CHARGE

4.4.1 Description

A service charge that is applied to all Direct Dialed, Operator Station, Person-to-Person and Real Time Rated interLATA calls placed from a residential telephone that is not pre-subscribed to AT&T as the Primary Interexchange Carrier (PIC). This service charge will apply in addition to the initial period and additional period rates as set forth in Section 4.3.5.A of this Price List. This charge will apply where billing capabilities permit. This service is an add-on to the interstate service and all interstate terms and conditions are contained in Consumer AT&T Service Guide.

4.4.2 Rates and Charges

The following intrastate interLATA rates will apply:

	Rate
Rate Per Call:	\$3.50

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4.5 PUBLIC PAYPHONE SURCHARGE

4.5.1 Description

A Public Payphone Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. Specifically, the Public Payphone Surcharge applies to 1) calls to intrastate Directory Assistance, 2) AT&T EasyReach 800 Service Calls, and 3) AT&T Prepaid Phone Service.

The Public Payphone Surcharge is applied in addition to any other applicable Service Charges or Surcharges.

The Public Payphone Surcharge does not apply to:

- Calls paid for by inserting coins at the public/semi-public payphone
- Calls placed from stations other than public/semi-public payphones
- Telecommunications Rely Service calls

Discounts offered by AT&T discount plans and promotions will not apply to the Public Payphone Surcharge unless this specific charge is expressly covered in the AT&T discount plan or promotion.

4.5.2 Rates and Charges

Per Public Payphone Call (excluding Prepaid Phone Cards)	\$0.56
Prepaid Phone Service	Not to exceed
- Dollar Based Cards	\$1.20
- Minute/Unit Based Cards	35 minutes or units
- Dollar Based Cards sold from vending machines	\$3.50

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4.6 AT&T ONE RATE<sup>®</sup> PLAN\* (OCPKG, OCPKA, CPMBE, CPMEM)

4.6.1 DESCRIPTION

Effective November 1, 2007, the AT&T One Rate<sup>®</sup> Plan will not be available to new subscribers.

Residential Customers who have AT&T as their Primary Interexchange Carrier and are enrolled in this plan will receive the benefits of this plan.

This plan is an add-on to the interstate plan of the same name and is available where billing capabilities exist. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

4.6.2 RATES AND CHARGES

AT&T Direct Dial Station in-state long distance calls will be rated as follows:

InterLATA and IntraLATA Service

	Per Minute
Direct Dial Station	\$.23

\*This plan was formerly known as AT&T One Rate KA (OCPKA), AT&T Simple Minutes (CPMBE), AT&T One Rate Basic (CPMEM).

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4.7 AT&T ONE RATE<sup>®</sup> PLUS<sup>1,2</sup> (CPMAF, CPMCD, CPMEH, CPMKB, OCPKX, OCPK2)

4.7.1 DESCRIPTION

This plan is available to customers who are pre-subscribed to AT&T as their Primary Interexchange Carrier (PIC). Customers must enroll in this plan to be eligible for the rates listed below.

This plan is an add-on to the interstate plan of the same name and is available where billing capabilities exist. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

4.7.2 RATES AND CHARGES

AT&T Direct Dial Station in-state long distance calls will be rated as follows:

Eligible Calls	Rate per Minute
Direct Dial Station - InterLATA	\$ 0.16
Direct Dial Station - IntraLATA	\$ 0.16

<sup>1</sup>This plan was formerly known as AT&T One Rate<sup>®</sup> Sundays (CPMAF), AT&T Select Saver (CPMEH), AT&T International Plan with 12¢ Domestic Rate, AT&T International Plan with Domestic Rate (OCPK2) and AT&T One Rate<sup>®</sup> Plus Plan (CPMKB).

<sup>2</sup>Effective April 1, 2021, Customers may no longer enroll in this plan. Existing Customers subscribed will continue to receive the benefits of this plan.



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4.8 AT&T PERSONAL NETWORK PLAN (CPMP2, CPMP3, CPMP4, CPMP5)

4.8.1 DESCRIPTION

Effective March 11, 2000, AT&T Personal Network Plan is grandfathered to existing customers and not available to new customers.

The AT&T Personal Network Plan is an add-on to the interstate plan of the same name and will be available where billing capabilities exist. This plan entitles eligible customers to the rates specified below.

All other terms, conditions, extensions, or expirations of this plan are specified in the Consumer AT&T Service Guide.

Effective September 23, 1999, the Unlimited Weekend Calling feature for Dial Station calling is grandfathered to existing customers and not available to new customers.

4.8.2 RATES AND CHARGES

Eligible Calls	Rate per Minute	Service Charge
Dial Station	\$ 0.12	None
Easy Reach 800 Service (formerly known as 800 Plan P)	\$ 0.25	None

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4.9 AT&T ONE RATE<sup>®</sup> EXACT (OCPK5)

4.9.1 DESCRIPTION

Beginning March 15, 2001, this plan is grandfathered to existing customers and not available to new customers.

AT&T One Rate<sup>®</sup> Exact is available to eligible residential customers. This plan is an add-on to the interstate plan of the same name which includes a monthly recurring charge and will be available only where billing capabilities exist. All other interstate terms, conditions, extensions or expirations and customer eligibility under this plan are specified in the Consumer AT&T Service Guide.

The initial period for Dial Station calls and Card calls consists of one full minute. The additional period for Dial Station calls consists of six-second increments, and the additional period for Card calls consists of one full minute increments.

4.9.2 RATES AND CHARGES

<u>Class of Service</u>	<u>Initial Period Rate</u>	<u>Each Add'l Period Rate</u>	<u>Service Charge</u>
Dial Station	\$ .12	\$.012	None

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4.10 AT&T ONE RATE<sup>®</sup> I<sup>1</sup> (CPMRA, CPMRM, CPMRN, CPMRO, CPMEJ, CPMHJ, CPMHK, CPMH3, CPMWL, CPMRY, CPMTX, CPMLL, CPMLM, CPMLN, CPMDM, CPMWB, CPMB, CPMPQ, CPMNB, CPMEC, CPMPK, CPMWN, CPMWP, OCPK1)

4.10.1 DESCRIPTION

Residential Customers who have AT&T as their Primary Interexchange Carrier and are enrolled in this plan will receive the benefits of this plan. This plan is an add-on to the interstate plan and will be available where billing capabilities exist.

Additional terms and conditions are specified in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

4.10.2 RATES AND CHARGES

AT&T Direct Dial Station in-state long distance calls will be rated as follows:

Eligible Calls	Rate Per Minute
Direct Dial Station	\$ .10

<sup>1</sup>This plan was formerly known as: (1) AT&T One Rate<sup>®</sup> 5¢ (CPMRA, CPMRM, CPMRN, CPMRO, CPMEJ, CPMHJ); (2) AT&T One Rate<sup>®</sup> II (CPMLL, CPMLM, CPMLN, CPMDM, CPMWB, CPMB, CPMPQ, CPMNB); (3) AT&T One Rate<sup>®</sup> III (CPMH3, CPMWL, CPMRY, CPMTX); (4) AT&T One Rate<sup>®</sup> I Plus (CPMHK); (5) AT&T One Rate IV; (6) AT&T One Rate<sup>®</sup> Off-Peak II (CPMPK); (7) AT&T One Rate<sup>®</sup> Weekends (CPMEC); (8) AT&T One Rate<sup>®</sup> Off-Peak V (CPMWN, CPMWP), and (9) AT&T Anywhere<sup>(SM)</sup> Plan (OCPK1).

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4.11 AT&T UNLIMITED PLUS PLAN<sup>1</sup> (BLKCH, BLKNP)

4.11.1 DESCRIPTION

The AT&T Unlimited Plus Plan is available to residential Customers who are presubscribed to AT&T, as their Primary Long Distance Carrier. Customers may enroll in this offer by completing and returning a written subscription form, calling an AT&T designated 800 number to subscribe or by subscribing during a marketing contact with AT&T.

This plan is offered in conjunction with the interstate AT&T Unlimited Plus Plan and is available where facilities and billing capabilities permit. All other terms, conditions and Customer eligibility under this plan are specified in the Consumer AT&T Service Guide.

4.11.2 RATES AND CHARGES

This plan provides unlimited minutes of direct dialed 1+ state-to-state and in-state long distance calling for residential voice service only. If it is determined that usage is not consistent with residential voice applications, such as for Internet access services, commercial facsimile or auto-dialing, call forwarding, three-way calling, resale, telemarketing or other non-residential uses, AT&T may immediately suspend, restrict or cancel your service without prior notice.

Customers subscribed to this plan must pay a monthly interstate recurring charge.

<sup>1</sup> This plan was formerly known as AT&T Unlimited Plan (BLKNP).

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AT&T Consumer Customers:

The reference document for interstate terms and conditions for AT&T consumer long distance services is the AT&T Service Guides located at <http://www.att.com/serviceguide/home> will contain the interstate terms and conditions. Customers who cannot access the web may call 1-888-288-4099 to request a copy of the Service Guide appropriate for their calling plan.

5.1 Reach Out<sup>®</sup> Idaho

5.1.1 Description

Effective September 1, 1997, Reach Out Idaho is grandfathered to existing customers at their existing location and not available to new customers.

For the monthly recurring rate, Reach Out Idaho provides customers an hour allotment consisting of up to 60 minutes of anytime intrastate dial station long distance service. Calling in excess of one hour is billed at an additional minute rate.

A. Regulations

1. The minimum service period for Reach Out Idaho is one month. Customers who retain service for less than one month will be billed the monthly recurring rate.
2. Reach Out Idaho is provided only where billing capability permits.
3. Customers selecting Reach Out Idaho may not subscribe to any other AT&T intrastate optional calling plan.
4. Reach Out Idaho does not include Directory Assistance, Conference Service, Operator-Handled, or Calling Card calls.
5. The charges and discounts in effect under this plan apply to all lines and trunks billed to the same billing number (one account).

<sup>®</sup> Registered Service Mark of AT&T.

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5.1 Reach Out Idaho (continued)

5.1.2 Discontinuation of Service

Reach Out Idaho may be discontinued by the customer upon written or telephonic notice to AT&T. In addition, AT&T will discontinue a Customer's subscription to the Plan in the following situations:

- When AT&T is notified that the Customer has changed its primary interexchange carrier to a carrier other than AT&T after the Customer subscribed to the

Plan, and the Customer has not notified AT&T that it wishes to continue such Plan. Discontinuance will be effective as of the date the Customer changed its primary interexchange carrier.

When AT&T has notified a Customer in writing that it plans to discontinue the Customer's Plan and the Customer does not, within 30 days of such notification, notify AT&T that it wishes to continue such Plan. Discontinuance will be effective 30 days from AT&T's mailing of its notification to the Customer.

5.1.3 Rates and Charges

The monthly rate is in addition to all rates and charges for all other telephone service.

If continuous service exceeds one month, the charges for a fractional part of a month will be a proportionate part of the monthly charges for the initial period of night/weekend use, based on usage.

Usage Charges

	Charges
Initial hour of anytime calling per month	\$ 9.99
Each additional hour of anytime calling	\$ .20

Service and equipment charges in Section 3 apply.

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5.2 AT&T LDMTS BASIC SCHEDULE NPA VOLUME DISCOUNT OPTION

5.2.1 Volume Discount

AT&T offers an optional Customer selected NPA (excluding area codes 700 and 900) volume discount to LDMTS Customers. The discount will be applied to the eligible LDMTS usage for calls completed to the single domestic NPA designated by the Customer during each monthly

A Customer who qualifies for and receives a NPA volume discount for a monthly billing period will also receive a bonus discount on the total eligible LDMTS usage during that monthly billing period for calls completed to all domestic NPAs other than the designated NPA.

The intrastate LDMTS Basic Schedule NPA Volume Discount is being offered in conjunction with AT&T's interstate Basic Schedule NPA Volume Discount offering. All terms, conditions and specific discounts are specified in Consumer AT&T Service Guide.

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5.3 AT&T NATIONWIDE CALLING 150<sup>sm</sup> DIRECT<sup>1,2</sup> (BLKGA, BLKF8, BLKF9, BLKM1, CPMAC)

AT&T will offer this plan to residential customers who are presubscribed to AT&T as their primary long distance carrier and are enrolled in this plan.

This plan is an add-on to the interstate plan of the same name. Customers pay a monthly recurring charge that entitles the subscriber up to 150 minutes of accumulated state-to-state and in-state long distance Direct Dial Station usage each billing month. This plan is available where billing capabilities exist. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

This plan includes AT&T Direct Dial Station in-state long distance calls.

5.3.1 RATES AND CHARGES

Unused block-of-time minutes will not be carried over to the next month. In-state long distance direct dial station calls over and above the monthly minute allotment will be rated as follows, 24 hours a day, seven a week:

<u>Eligible Minutes</u> Beyond the Block-of-Time	Rate Per Minute
Direct Dial Station - InterLATA Calls	\$0.10
Direct Dial Station - IntraLATA Calls	\$0.10

<sup>1</sup> This plan was also known as AT&T Nationwide Calling 120, AT&T Monthly Minutes III, AT&T 150 Monthly Minutes (BLKGA), AT&T One Rate<sup>®</sup> Savings (CPMAC) and AT&T Nationwide Calling 150<sup>sm</sup> (BLKF8).

<sup>2</sup> Effective April 1, 2021, Customers may no longer enroll in this plan. Existing Customers subscribed will continue to receive the benefits of this plan.



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5.4 AT&T MILITARY CONNECT 'N SAVE (OCPKN)

AT&T Military Connect 'n Save is an Optional Calling Plan that provides specific rates for direct dialed station calls and direct dialed station international calls placed from a military location and is available to residential Customers who are presubscribed to AT&T as their primary interexchange carrier.

This plan is an add-on to the interstate AT&T Military Connect 'n Save and is available where billing capabilities exist. All other terms, conditions, extensions, or expirations and Customer eligibility of this plan can be found in the Consumer AT&T Service Guides.

5.4.1 RATES AND CHARGES

The following rates will apply:

Eligible Calls	Rate Per Minute
Dial Station	See AT&T One Rate <sup>®</sup> Plan (OCPKG)

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5.5 AT&T ONE RATE<sup>®</sup> NATIONWIDE 10¢<sup>1</sup> (CPMYA, CPMYB)

AT&T will offer this plan to residential customers who are: 1) presubscribed to AT&T as their primary long distance carrier, 2) have an AT&T local access line, and 3) are enrolled in this plan.

This plan is an add-on to the interstate AT&T One Rate<sup>®</sup> Nationwide 10¢ plan, which includes a monthly recurring charge. This offer is available only where facilities and billing capabilities permit. All other terms and conditions, extensions or expirations and Customer eligibility are contained in the Consumer AT&T Service guide.

5.5.1 RATES AND CHARGES

In-state long distance direct dial station calls will be rated as follows, 24 hours a day, seven days a week:

Class of Service	Maximum Rate Per Minute
InterLATA Calls	\$0.10
IntraLATA Calls	\$0.10

<sup>1</sup>Effective April 1, 2021, Customers may no longer enroll in this plan. Existing Customers subscribed will continue to receive the benefits of this plan.

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5.6 AT&T WORLDWIDE & US CALLING<sup>sm</sup> (OC4YD)

AT&T will offer this plan to residential customers who are presubscribed to AT&T as their primary long distance carrier and are enrolled in this plan.

This plan includes AT&T direct dial station state-to-state and in-state long distance calls that are made from the customer's home, billed to the customer's main residential telephone account, and made without using an AT&T Operator or an AT&T automated call processing system. All other types of calls are rated at basic rates unless the customer is enrolled in another AT&T plan that covers these other types of calls.

This plan is an add-on to the interstate AT&T Worldwide & US Calling<sup>sm</sup> plan, which includes a monthly recurring charge. This offer is available only where facilities and billing capabilities permit. All other terms and conditions, extensions or expirations and Customer eligibility are contained in the Consumer AT&T Service guide.

5.6.1 RATES AND CHARGES

In-state long distance direct dial station calls will be rated as follows, 24 hours a day, seven days a week:

Class of Service	Maximum Rate Per Minute
InterLATA Calls	\$0.20
IntraLATA Calls	\$0.20

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5.7 AT&T SIMPLIFIED PLAN<sup>1</sup> (CPMDY, CPMBZ)

5.7.1 DESCRIPTION

Effective November 1, 2007, the AT&T One Rate<sup>®</sup> Simple Plan is not available to new subscribers.

Residential Customers who have AT&T as their Primary Interexchange Carrier and are enrolled in the plan will receive the benefits of this plan.

This plan is an add-on to the interstate plan of the same name and is available where billing capabilities exist. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide located at [www.att.com.serviceguide/home](http://www.att.com.serviceguide/home).

5.7.2 RATES AND CHARGES

AT&T Direct Dial Station in-state long distance calls will be rated as follows:

Eligible Calls	Rate per Minute	Service Charge
Direct Dial Station	\$0.29	None

<sup>1</sup> This plan was formerly known as AT&T<sup>®</sup> One Rate<sup>®</sup> Simple Plan (CPMDY).

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5.8 AT&T UNLIMITED WEEKENDS PLAN<sup>1</sup> (BLKJB, BLKJD)<sup>2</sup>

5.8.1 DESCRIPTION

Residential Customers who have AT&T as their Primary Interexchange Carrier and are enrolled in this plan will receive the benefits of this plan.

This plan is an add-on to the interstate plan of the same name and is available only where billing capabilities exist. Customers pay a monthly recurring charge that entitles the subscriber to unlimited weekend (Saturday and Sunday) state-to-state and in-state long distance Direct Dial Station usage each billing month. Eligible AT&T Direct Dial Station in-state long distance calls made Monday through Friday will be rated at a per-minute rate. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

This plan includes AT&T Direct Dial Station in-state long distance calls.

5.30.2 RATES AND CHARGES

Rate Period

Weekend	12:00 a.m. Saturday through 11:59 p.m. Sunday
Weekday	12:00 a.m. Monday through 11:59 p.m. Friday

Weekday Calling	Per Minute
Direct Dialed Station calls	\$0.09

<sup>1</sup> Effective December 31, 2003, this plan is no longer available to new subscribers.

<sup>2</sup> This plan was also known as AT&T Unlimited Sundays (BLKJD).

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5.9 AT&T OFFER<sup>1,2</sup> (CPMTA, CPMB5)

5.9.1 DESCRIPTION

Residential Customers have AT&T as their Primary Interexchange Carrier and are enrolled in this plan will receive the benefits of this plan.

5.9.2 TERMS AND CONDITIONS

This plan is an add-on to the interstate plan of the same name and is available where billing capabilities exist. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide located at [www.att.com.serviceguide/home](http://www.att.com.serviceguide/home).

AT&T Direct Dial Station in-state long distance calls will be rated as follows:

Class of Service	Rate Per Minute	Service Charge Per Call
Direct Dialed Station	\$0.12	\$0.69

<sup>1</sup> Beginning April 29, 2006, Customers may no longer enroll in this Offer. Existing Customers subscribed to this offer on or before April 29, 2006, will continue to receive the benefits of this plan.

<sup>2</sup> This plan was formerly known as AT&T 10¢ Offer.

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5.10 AT&T ONE RATE<sup>®</sup> V Plan<sup>1</sup> (CPMWM, CPME1-4, CPMHE, CPMKC, CPMKD, CPMKE, CPMA)

This plan is no longer available to new subscribers. Residential Customers who have AT&T as their primary interexchange carrier and are enrolled in this plan will receive the benefits of this plan.

This plan is an add-on to the interstate plan of the same name and is available where billing capabilities exist. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

5.10.1 RATES AND CHARGES

AT&T Direct Dial Station in-state long distance calls will be rated as follows:

Class of Service	Rate per Minute
InterLATA Dial Station	\$0.12
IntraLATA Dial Station	\$0.12

5.11 AT&T ONE RATE<sup>®</sup> VI<sup>2</sup> (CPMLK, CPMXA)

This plan is not available to new subscribers.

This plan is available to AT&T Residential Customers who have AT&T as their primary interexchange carrier and are enrolled in this plan.

This offer is an add-on to the interstate offer of the same name and will be available only where billing capabilities exist. All other terms, conditions, extensions, or expirations and customer eligibility under this plan are specified in AT&T's Consumer Service Guide.

5.11.1 RATES AND CHARGES

The following rates will apply for intrastate Dial Station calls:

Class of Service	Rate per Minute
InterLATA Dial Station	\$0.12
IntraLATA Dial Station	\$0.12

<sup>1</sup>This plan was formerly known as AT&T One Rate On-Line (CPME1-4), AT&T One Rate 12¢ (CPMHE), AT&T Evenings Plan (CPMKC), AT&T eWeekends (CPMKD), AT&T Nights (CPMKE) and AT&T One Rate Global Plan (CPMA).

<sup>2</sup>This plan was formerly known as AT&T One Rate<sup>®</sup> 10¢, AT&T One Rate<sup>®</sup> XA (CPMXA) and AT&T One Rate<sup>®</sup> Off-Peak III (CPMLK).

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5.12 AT&T MONTHLY MINUTES II<sup>1</sup> (BLKSA, BLKGB, BLKGC, BLKM3)

This plan is no longer available to new subscribers. Residential customers who have AT&T as their Primary Interexchange Carrier and are enrolled in this plan can receive the benefits of this plan.

This plan is an add-on to the interstate plan of the same name and is available only where billing capabilities exist. Customers pay a monthly recurring charge that entitles the subscriber up to 300 minutes of accumulated state-to-state and in-state long distance Direct Dial usage each billing month. Additional terms and conditions of this plan can be found in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

5.12.1 RATES AND CHARGES

<u>Eligible Minutes Beyond the Block-of-Time</u>	Per Minute
Direct Dial Station Calls	
InterLATA	\$0.10
IntraLATA	\$0.10

<sup>1</sup> This plan was formerly known as AT&T 500 Monthly Minutes (BLKSA), AT&T 500 Weekend Minutes (BLKGB), AT&T 250 Weekend Minutes (BLKGC) and AT&T 300 Monthly Minutes (BLKM3).



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5.13 AT&T EASYREACH® WORLDWIDE (OC4AE)

Customers of Consumer Telecommunications who have AT&T as their Primary Interexchange Carrier may enroll in this plan. Customers can enroll in this plan by completing and returning an enrollment form provided by AT&T, calling an AT&T designated 800 number by enrolling during a marketing contact with AT&T or via a Company designated Internet address.

This plan is an add-on to the international EasyReach® Worldwide Plan and will be available only where billing capabilities exist. All other terms, conditions, extensions, or expirations and Customer eligibility under this plan are specified in the Consumer AT&T Service Guide.

5.13.1 RATES AND CHARGES

InterLATA Service

Eligible Calls	Rate per Minute	Service Charge
Dialed Station	See One Rate® Plan	N/A

IntraLATA Service

Eligible Calls	Rate per Minute	Service Charge
Dialed Station	See One Rate® Plan	N/A

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5.14 AT&T MONTHLY MINUTES<sup>1</sup> (BLKSB,CPMMM)

5.14.1 DESCRIPTION

This plan is not longer available to new subscribers. Residential customers who have AT&T as their Primary Interexchange Long Distance carrier and are enrolled in this plan will receive the benefits of this plan.

This plan is an add-on to the interstate plan of the same name. Customers pay a monthly recurring charge that entitles the subscriber up to 60 minutes of accumulated state-to-state and in-state long distance Direct Dial Station usage each billing month. This plan is available only where billing capabilities exist. Additional terms and conditions can be found in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

5.14.2 RATES AND CHARGES

<u>Eligible Minutes</u> Beyond the Block-of-Time	<u>Rate</u> per Minute
InterLATA Direct Dial Station Calls	\$0.10
IntraLATA Direct Dial Station Calls	\$0.10

<sup>1</sup> This plan was formerly known as AT&T 60 Monthly Minutes (BLSKB) and AT&T 30 Monthly Minutes (CPMMM).

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5.15 AT&T EASY REACH 800<sup>®1</sup> Option 1 (17CE1), Option 2 (17CE2)

5.15.1 DESCRIPTION

AT&T Easy Reach 800<sup>®</sup> includes only one routing arrangement per AT&T Easy Reach 800<sup>®</sup> telephone number. Each routing arrangement furnished to the Customer will be arranged for either Option 1 or Option 2 only. The usage rates specified for Option 1 and Option 2 apply for all times of day, seven days a week, for all distances. Calls are billed on a full minute basis. The length of each call is rounded up to the next full minute. Charges for total chargeable minutes of usage will be determined and rounded up to the next cent. This service is complementary to interstate AT&T Easy Reach 800<sup>®</sup> Service.

This plan is an add-on to the interstate AT&T Easy Reach 800<sup>®</sup> offer. This offer will be available only where facilities and billing capabilities exist. All other terms and conditions, extensions or expirations and Customer eligibility are contained in the Consumer AT&T Service Guide.

5.15.2 RATES AND CHARGES

Service Option	Intrastate Rate Per Minute of Use
Option 1 <sup>1</sup>	\$ 0.25
Option 2	\$ 0.25

<sup>1</sup> Beginning March 1, 2005, Customers may no longer enroll in AT&T Easy Reach 800<sup>®</sup> Service Option 1. Existing Customers subscribed to AT&T Easy Reach 800<sup>®</sup> Service Option 1 on or before March 1, 2005, will continue to receive the benefits of the Option 1 plan.

SECTION 5 - OPTIONAL CALLING PLANS

5.16 AT&T PREPAID PHONE SERVICE

AT&T Prepaid Phone Service provides outbound voice grade communications service for calls charged to the following prepaid phone cards ("Prepaid Phone Cards"):

- Prepaid Phone Cards (physical or virtual) containing the AT&T brand, which include cards co-branded with the brand of another company (hereinafter "AT&T Branded Prepaid Phone Cards").
- Prepaid Phone Cards (physical or virtual) containing the SmarTalk brand (hereinafter "SmarTalk Prepaid Phone Cards") and Prepaid Phone Cards where service is provided by ConQuest. Services provided with these cards are provided by AT&T d/b/a SmarTalk and ConQuest.

Customers can purchase Prepaid Phone Cards as follows:

- AT&T Branded Prepaid Phone Cards directly from AT&T.
- AT&T Branded Prepaid Phone Cards directly from retailers.
- SmarTalk Prepaid Phone Cards and Prepaid Phone Cards where service is provided by ConQuest directly from retailers.

When sold through a retailer, price points for Prepaid Phone Cards and recharged minutes are established by the retailer and are prominently disclosed at the point of sale. When sold directly by AT&T, price points for AT&T Branded Prepaid Phone Cards and recharged minutes are established by AT&T and are fully disclosed to the purchaser at the time of sale.

This in-state offer is an add-on to the interstate AT&T Prepaid Phone Service accessed through AT&T Prepaid Phone Cards described in AT&T's Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home). All terms and conditions are contained and described within the AT&T Consumer Service Guide.

This in-state offer is also an add-on to the interstate AT&T Prepaid Phone Service accessed through SmarTalk Prepaid Phone Cards and Prepaid Phone Cards where service is provided by ConQuest described in the Prepaid Phone Card Service Agreement located at <https://www.prepaidserviceguide.com>.

5.16.1 RATES AND CHARGES

When sold directly by AT&T, price points for AT&T Branded Prepaid Phone Cards are established by AT&T. When sold by retailers, price points for Prepaid Phone Cards are established by the retailer. Prices for cards sold by retailers are prominently displayed on the card or otherwise clearly provided to the customer. Prices for cards sold directly by AT&T are fully disclosed to purchasers prior to and at the time of sale. The price points do not include any sales tax and may not include other fees and charges that may apply to the transaction at point of purchase.

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5.16 AT&T PREPAID PHONE SERVICE (continued)

5.16.1 RATES AND CHARGES (continued)

1. AT&T Branded Prepaid Phone Cards - Minute/Unit based cards are available in various denominations up to 1200 interstate minutes/units per card, or as otherwise specified by AT&T. Dollar based cards are available in various denominations up to \$100.00, or as otherwise specified by AT&T. AT&T Branded Prepaid Cards, as well as recharged minutes or dollar value of service on these cards, will have a maximum per minute interstate price not greater than 25¢ unless purchased from a vending machine or at a terminal or transportation center, in which case the maximum per minute interstate price will not be greater than 99¢. In-state calls made with AT&T Branded Prepaid Phone Cards may be decremented up to one minute/unit per minute of talk time. AT&T Branded Prepaid Phone Cards may have an expiration date, as disclosed on the card and/or in the marketing material. AT&T Branded Prepaid Phone Cards may be rechargeable as disclosed on the card and/or in the marketing material. If rechargeable, a recharge convenience fee of up to a maximum of 15% of the recharge amount applies.

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5.16 AT&T PREPAID PHONE SERVICE (continued)

5.16.1 RATES AND CHARGES (continued)

2. SmarTalk Prepaid Phone Cards and Prepaid Phone Cards where service is provided by ConQuest - Minute/Unit based cards are available in various denominations up to 1200 interstate minutes/units per card, and Dollar based cards are available in various denominations up to \$100.00, or as otherwise specified. These cards will have a maximum per minute interstate price, excluding surcharges, not greater than 25¢ unless purchased from a vending machine or at a terminal or transportation center, in which case the maximum per minute interstate price, excluding surcharges, will not be greater than 99¢. The following charges will be applied against calls made with a PenniesRule! SmarTalk Prepaid Phone Card: a 79¢ first minute surcharge for calls within the U.S., and a weekly fee of 12¢ beginning 7 days after first use. The following charges will be applied against calls made with a Habla a Mexico SmarTalk Prepaid Phone Card: a weekly maintenance fee of 95¢ after the first call is made, a 30% communication fee of the total value of the call, after each call, and calls more than 15 minutes are charged 50¢. A first minute surcharge of up to \$3.00 will apply to World Touch SmarTalk Prepaid Phone Cards. SmarTalk Prepaid Phone Cards and Prepaid Phone Cards where service is provided by ConQuest are not rechargeable unless otherwise expressly stated on the card or packaging. If rechargeable, a recharge convenience fee of up to a maximum of 15% of the recharge amount applies. SmarTalk Prepaid Phone Cards and Prepaid Phone Cards where service is provided by ConQuest may have an expiration date as disclosed on the card and/or in the marketing material. In-state calls made with cards purchased from a vending machine or at a terminal or transportation center will be decremented one minute/unit for each minute of talk time. All other SmarTalk Prepaid Phone Cards and Prepaid Phone Cards where service is provided by ConQuest may be decremented up to one minute/unit for each minute of talk time for in-state calls.

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5.16 AT&T PREPAID PHONE SERVICE (continued)

5.16.1 RATES AND CHARGES (continued)

1. Directory Assistance is available only through the AT&T Prepaid Phone Service platform and is only available for domestic directory assistance requests. Directory assistance requests will have a maximum charge of not greater than 40 minutes/units for Minute/Unit based cards or \$5.00 for Dollar based cards per request. An announcement will provide the charge for directory assistance prior to connecting the call.
2. The U.S. Public Payphone Surcharge applies when a Prepaid Phone Card is used to place a call from a U.S. public or semi-public payphone.
3. State Universal Service Charge - AT&T may, at its option, apply the State Universal Service Charge at point of sale.

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5.17 AT&T WORLDWIDE PREPAID CARD (DIRECT OCEAN SERVICE)

5.17.1 Description

This service is available to customers who purchase or have an AT&T Worldwide PrePaid Card with sufficient available balance(s). Customer must access the AT&T network by dialing the appropriate access number as instructed on the Prepaid Card.

This plan includes AT&T in-state long distance calling card calls that are placed using the AT&T Worldwide PrePaid Card, via the designated access number, completed as instructed on the card, and without the assistance of an operator.

All calls must be charged against an AT&T Worldwide PrePaid Card that has sufficient available balance. Calls will be interrupted with an announcement 60 seconds prior to the time the balance will be depleted. Calls in progress will be terminated by the Company if the balance on the prepaid card is insufficient to continue the call. AT&T Worldwide PrePaid Card balances will be reduced by the appropriate charge for each minute or fractional part of a minute that a call continues.

This plan is an add-on to the international plan of the same name and is available where billing and technical capabilities exist. Additional terms and conditions can be found in the AT&T Consumer Service Guide located at [www.att.com/serviceguide/home](http://www.att.com/serviceguide/home).

Directory Assistance is available only through the AT&T PrePaid Phone Service platform and is only available for domestic directory assistance requests. Directory assistance requests will be charged basic Directory Assistance rates. An announcement will provide the charge for directory assistance prior to connecting the call.

5.17.2 Rates and Charges

<u>Eligible Calls</u>	<u>Per Minute Rate</u>	<u>Per Call Surcharge</u>
Eligible AT&T Calling Card Calls	\$.10	\$0.00



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5.18 Promotional Offerings

From time to time, AT&T may offer services at a reduced rate or free of charge for promotional, market research, or rate experimentation purposes. Such offerings will be for a limited duration and customers will be so notified.

Advice No. ID-24-ATT-0004

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SECTION 6 - DIRECTORY SERVICES

6.1 DIRECTORY ASSISTANCE

Directory Assistance service allows Customers to request information from Directory Assistance records. Directory Assistance charges apply to all requests. Customers are allowed a maximum of one request for information per call. In addition to the Directory Assistance charge, calls completed by an operator are charged the appropriate Operator Service Charges as specified in section 4.3.7 preceding. Person-to-Person and collect calls to Directory Assistance are not permitted.

6.1.1 Rate

Per Call

\$ 2.49

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections

7.1.1 General Provisions

When Customer equipment is connected to MTS or WATS, it must comply with the FCC Registration Program. If Grandfathered Customer equipment, test equipment or communications systems are connected, the Minimum Protection Criteria specified in this Price List must be met.

A. Grandfathered Equipment

Grandfathered Customer equipment that was directly connected under Part 68 of the FCC's Rules and Regulations must conform to the following conditions:

1. The terminal equipment was directly connected to the telecommunications network or local exchange service prior to July 1, 1979.
2. The multi-line terminating system was directly connected to the telecommunications network or local exchange service prior to January 1, 1980.
3. The protective circuitry was directly connected to the telecommunications network or local exchange service prior to the dates set forth in 1. or 2. preceding.

7.1.2 Customer Responsibility

The Customer is responsible for the installation, operation and maintenance of any terminal equipment or communications system provided by the Customer.

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.2 Customer Responsibility (continued)

No combination of terminal equipment or communications system shall require change in or alteration of the services of the Company, cause electrical hazards to Company personnel or its agents, damage to Company equipment, malfunction of billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that the terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the Customer shall make such change as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The Company will take immediate action to protect its services or interests if this regulation is violated, see Termination of Service for Cause, Section 2.

A. Maintenance

When a repair person is dispatched, a Maintenance of Service Charge will apply if testing discloses that the service is functioning correctly. See Maintenance of Service Charge, Section 3.

B. Reconnecting Grandfathered Equipment

Prior to reconnecting grandfathered equipment to Company services, the Customer must provide the following information about the equipment to the Company:

- Manufacturer's name, model number and type
- Ringer Equivalence Number and Type (if known)
- Type of standard jack (if required)
- Service to which equipment is being connected
- Notarized affidavit for premises wiring
- Description of interface
- Line or pin assignment for a multiline jack

The Customer must also notify the Company when the grandfathered equipment is permanently disconnected.

SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.3 Company Responsibility

In addition to furnishing and maintaining components for its services, the Company will provide technical information pertaining to interface parameters as an aid to the Customer in selecting the appropriate interface.

The Company is not responsible to any party if a change in its service components, Minimum Protection Criteria, operations, or procedures which are consistent with the Registration Program, (1) affects any facilities, Customer equipment or communications systems provided by others in any way, or (2) requires their modification in order to be used with Company services. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the services or render any Customer premises equipment or communications system incompatible with the services, the Company will make a reasonable effort to notify the Customer in writing of the proposed change. A reasonable interval will be allowed before the change is implemented to enable the Customer to maintain compatibility of the Customer equipment or communications system with Company services.

Telecommunications services may or may not be suitable for use with all types of terminal equipment or systems, and where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for telecommunications services and to the maintenance and operation of such facilities in a manner proper for such telecommunications services. Subject to this responsibility the Company shall not be responsible for (1) the through transmission of signals generated by terminal equipment or systems, or for the quality of, or defects in, such transmission or (2) the reception of signals by terminal equipment or system, or (3) address signaling.

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.4 Service Provided by a Local Exchange Carrier

Company services may be connected to services provided by a Local Exchange Carrier. The connections are subject to the regulations in this Price List and the appropriate tariff(s) or price list(s) of the local exchange carrier.

7.1.5 Connection of Communications Systems

When a communications system or switched service is connected to the Company's services, the Customer must make all arrangements concerning the connected systems or service with its provider. The connection does not constitute a joint undertaking between this Company and the provider of the system or service. The system or service must be operated and maintained so it will work satisfactorily with the Company's services. Connections to service will be made in accordance with the following:

- When MTS, WATS, or 800 Service is connected to a communications system which is also connected to switching or terminal equipment such equipment shall provide the necessary network control signaling, e.g., answer supervision.
- The connection at the service interface must be made so that it continually complies with the specified Minimum Protection Criteria. See Minimum Protection Criteria following.
- When a communications system fails and the connection to services is not through switching equipment, the communications system must be arranged to promptly return the service to an idle (on-hook) state. In addition, the Customer must promptly notify the Company when the communications system fails.

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1. Connections (continued)

7.1.5 Connection of Communications Systems (continued)

The design, maintenance and operation of telecommunications service envisions that communications will originate or terminate at a station of the associated service. Connections of communications systems may be made to facilities furnished by the Company for telecommunications service at a premises where the Customer does not originate or terminate communications. The Company will not be responsible for the through transmission of signals or for the quality of transmission on such connections.

7.1.6 Connection of Customer Premises Equipment to Exchange Services

When Customer premises equipment is connected to certain exchange services it must comply with the FCC's Registration Program. (For simplicity, such Customer premises equipment will be referred to as "registered equipment" or "grandfathered equipment," as appropriate, in this section.)

A. Categories of Connections

Connections to all exchange services have been classified as Category I or Category III for the purpose of this Price List. The category is determined by the type of exchange service and the type of Customer premises equipment connected to it.

Category I and Category III Connections - A Category I or III connection results when certain specified premises equipment is connected to an exchange service which is arranged for a specific type of operation. When Customer premises equipment is connected as a Category I or Category III connection it must comply with the Registration Program.

If grandfathered premises equipment, test equipment or a communications system is connected to an exchange service, the Minimum Protection Criteria specified in this section must be complied with at the interface point. All connections will be made at the interface point of the exchange service.

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7.1 Connections (continued)

7.1.6 Connection of Customer Premises Equipment to Exchange  
Services (continued)

B. Connections Under Certification Programs

Customer premises equipment that was connected under the following programs as of their expiration date may remain connected as grandfathered equipment under the Registration Program.

Attestation - Expiration date July 1, 1980

Customer headsets and non-powered conferencing equipment may remain connected, be moved and reconnected according to the standards and procedures listed in the technical references for attested equipment.

Conformance - Expiration date July 1, 1979

Customer conforming answering devices may remain connected, be moved and reconnected according to the standards and procedures listed in the technical references for conforming answering devices.

C. Grandfathered Connecting Arrangements

Certain Customer premises equipment connected to an exchange service as a Category I or Category III connection prior to the appropriate register only date(s), was connected through a grandfathered connecting arrangement. The Carrier will continue to provide those grandfathered connecting arrangements under the following conditions:



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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.6 Connections of Customer Premises Equipment to Exchange Services (continued)

C. (continued)

- Customer premises equipment that is connected through a grandfathered connecting arrangement may be moved and reconnected. The grandfathered connecting arrangement used to reconnect the premises equipment will be provided, subject to its availability.
- The Customer premises equipment must comply with the specified Minimum Protection Criteria in this section.

D. Communications Systems

Communications systems, including systems provided by authorized users, may be connected with exchange services at the premises of the Customer or authorized user provided that:

1. The Customer has a regular and continuing requirement for the origination or termination of communications over the communications system and the normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
2. The connection shall be made through switching equipment provided either by the Customer or by the Company.

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7.1 Connections (continued)

7.1.6 Connections of Customer Premises Equipment to Exchange Services (continued)

D. (continued)

3. When the connection is to WATS service, the Customer has a requirement to communicate over a WATS line to or from premises of that Customer located in the same rate state where the WATS initial period rate applies. Communications systems not subject to the FCC Rules and are not connected through switching equipment must terminate only in the WATS rate state in terminal equipment or multiline terminating systems subject to the FCC Rules.
4. To protect the telecommunications network, the connection of a communications system with facilities furnished for channel service which are arranged for connection to a MTS or WATS access line or station apparatus provided by the Company as a part of a service provided by the Company to the same Customer, shall be through:

a connecting arrangement as provided by the Company, or registered or grandfathered terminal equipment, communications systems, or protective circuitry which, either singularly or in combination assures that the requirements of Part 68 of the FCCs Rules and Regulations are met at the channel interface.

Communications systems which involve direct electrical connection must comply with the Minimum Protection Criteria set forth in this section.

In lieu of the total hardware protection requirements in this paragraph 4, an alternative method for control of signal power only, as covered in this section, is available for the connections described in this paragraph.

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.6 Connections of Customer Premises Equipment to Exchange  
Services (continued)

E. Acoustic and Inductive Connections

Communications systems may be acoustically or inductively connected with Company facilities for exchange and channel service as specified in 1. and 2. following, provided the acoustic or inductive connection is made externally to Company voice transmitting and receiving equipment.

Communications systems may be connected to exchange services at the premises of the Customer where the Customer has a regular and continuing requirement for the origination or termination of communications over the communications systems provided that:

The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.

Communications systems which involve acoustic or inductive connections must comply with the Minimum Protection Criteria set forth in this section.

7.1.7 Other Connections

Except as otherwise provided in 7.1.6 C preceding, communications systems will be connected, as specified below, with Company services furnished for such purposes under this Price List.

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.7 Other Connections (continued)

A. U.S. Army, Navy and Air Force

Facilities of the U.S. Department of the Army, Navy or Air Force may be connected with facilities of the Company, subject to the regulations following, where the Secretary of the Department or his authorized representative notifies the Company in writing that the connection is required for reasons of military necessity. Such connections will be made by means of switching or connecting equipment.

Telephone facilities of the aforesaid Departments may be connected to: a private branch exchange switchboard or other telephone switching or terminal equipment; provided, however, that the Department facilities will not be connected with the MTS network to form a through connection except in cases of emergency involving safety of life or property, unless such facilities are provided in locations where it is impracticable for the Company to furnish its facilities.

B. Power, Pipe Line and Railroad Companies

1. Facilities of an electric power company, or oil, oil products or natural gas pipe line company, or railroad company provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, townships or villages along the right-of-way) owned or controlled by such company may be connected with facilities of the Company for the following purposes:

- in cases of emergency involving safety of life or property;

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.7 Other Connections (continued)

B. Power, Pipe Line and Railroad Companies (continued)

- in addition, in cases of calls originated by railroad employees under circumstances indicating need for prompt action to secure or maintain the safety, continuity, or reliability of railroad service to the public, and related to the movement of passengers, mail, property, or equipment by railroad, or the repair, maintenance, or construction of railroad right-of-way, structures, or equipment,
  - in cases where the Customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the Carrier to furnish its facilities; and
  - during an interim period in cases where the Customer has arranged for replacement of said Customer facilities with facilities of the Carrier.
2. Telephone circuits of such companies will be connected with the network to form a through connection only through manual switching equipment, or an attendant position of dial private branch exchange equipment. Such equipment or position may be located at either or both ends of the Customer's circuit.
  3. Connection of a Customer's telephone circuit as specified in 1. preceding may be established at either end of such circuit but shall not be established at both ends simultaneously.

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7.1. Connections (continued)

7.1.7. Other Connections (continued)

B. (continued)

4. Facilities of the Company, when connected with facilities of the Customer, will not be used for communications of others than the Customer, except that such facilities may be used for the communications of, and be connected with facilities furnished by the Company to, other companies which (a) are operated with the Customer as parts of an integrated electric power, oil, oil products or natural gas pipe line system or railroad system under direct or common ownership or control; or (b) own or operate an electric power or pipe line or railroad system jointly with the Customer; or (c) own or operate electric power or pipe line or railroad facilities interconnected with those of the Customer. Company facilities when so connected may be connected with the exchange or toll network to form a through connection for communications of other companies specified in 1,2, or 3, preceding, including calls originated by employees of such companies, only under the circumstances set forth in 1, preceding.
5. Terminal equipment and communications systems connected to exchange services specified in accordance with 7.1.6.A. preceding, prior to January 1, 1980, may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. Effective May 1, 1983, new installations of terminal equipment or communications systems subject to Part 68 of the FCC's Rules and Regulations connected to such exchange and channel services must meet the requirements of Part 68 of the FCC's Rules and Regulations.

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7.1 Connections (continued)

7.1.7 Other Connections (continued)

C. State or Local Governmental Agencies

1. Facilities of a state or local governmental agency, provided primarily to communicate with fixed points or mobile units on or along highways operated, patrolled or maintained by the agency, may, in lieu of the provisions of 7.1.6.A. preceding, be connected with facilities furnished by the Company subject to the regulations following. Such connections will be made by means of switching or connecting equipment.
2. Customer telephone facilities may be connected to a private branch exchange switchboard or other telephone switching equipment of the Company for communication with stations and channel facilities associated with said switching equipment; provided, however, that a private branch exchange switchboard will not be connected with private telephone switching equipment located on the same general premises or in the same general local service area.
3. Channels will be furnished by the Company between a terminal of Customer facilities within or near a telephone exchange area or local service area and a location within the exchange or local service area for connection at such location with Customer terminal equipment.

D. U.S. Government Executive Branch

Equipment of a Department or Agency of the Executive Branch of the U.S. Government used for the purpose of disguising or concealing the contents or meaning of communications may be connected with Company furnished exchange services where the head of the Department or Agency whose equipment is to be connected, or the authorized

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.7 Other Connections (continued)

D. (continued)

representative, notifies the Company in writing that such connection is required to safeguard official information in the interest of national defense, or other confidential official information disclosure of which to unauthorized persons would be detrimental to the public interest. Such connections shall be made by means of connecting equipment or arrangements furnished by the Company.

E. National Defense and Security

In certain cases, the FCC Rules permit the connection of non-registered equipment or systems to the telecommunications network, provided that the Secretary of Defense; the head of any other governmental department (having requisite FCC approval); or their authorized representative certifies in writing to the Company that:

- The connection is required in the interest of national defense and security;
- The equipment to be connected either complies with the technical requirements of the FCC Rules or will not cause harms to the telecommunications network or Company employees; and
- The work is supervised by an installation supervisor who meets the qualifications stated in the FCC Rules.

F. Hazardous or Inaccessible Locations

Except as otherwise provided in 7.1.7.B.(5) preceding, facilities furnished by the Customer which involve hazardous or inaccessible locations, i.e., mines or powder manufacturing companies, may be connected with exchange service furnished the Customer by the Company. The requirement for the use of a standard jack is waived for registered equipment connected in these locations.



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7.1 Connections (continued)

7.1.7 Other Connections (continued)

G. Company Channels

Channels furnished by the Company to one Customer may be connected to MTS or WATS access lines furnished to a different Customer. Connections shall be made through switching equipment, provided by the Customer, authorized user or joint user.

H. Other Carriers Communication System

1. A communication system provided by another carrier to a Customer, authorized user or joint user of an exchange service, furnished by the Company may be connected at the premises of the Customer, authorized user or joint user to the exchange service furnished by the Company where the Customer, authorized user or joint user has a regular and continuing requirement for the origination or termination of communications over the communications system of the other carriers.

Where the connection of another carrier communications system is by means of a channel derivation device, the above provision setting forth a regular and continuing requirement for the origination or termination of communications over such system is not applicable. In addition, the provision of 2, following does not apply.

2. The normal mode of operation of the other carrier communications system shall be to provide communications originating or terminating at the premises at which the connection is made.
3. Connections shall be made only if the forms of electrical communication are the same and consistent with those for which the Company provided service is offered. Connections are not represented as being suitable for satisfactory transmission.

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7.1 Connections (continued)

7.1.7 Other Connections (continued)

H. (continued)

4. Where the connection of another carrier communications system is by means of an acoustic or inductive connection, such connection shall be made externally to Company provided voice transmitting and receiving equipment.
5. Where the connection of another carrier communications system is by means of a direct electrical connection, such connection shall be made:
  - through switching equipment provided either by the Customer, authorized user, joint user, or other carrier
6. When the connection is by means of switching equipment provided by the Customer, authorized user or joint user, such switching equipment and the facilities provided by the other carrier shall be treated as a communications system provided by the Customer and the regulations applicable to the connection of such communications systems, set forth in 7.1.6 preceding apply.
7. Where the Customer of such other carrier is an authorized user of an exchange service furnished by the Company and connection is made at the authorized user's premises, all communications over the interconnected facilities shall be between the authorized user and the Company's Customer and be related directly to the business of the Company's Customer.
8. Other carrier's systems may be connected at the Customer's, authorized user's or joint user's premises to station apparatus provided by the Company to the same Customer.

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SECTION 7 - CONNECTIONS OF PREMISES EQUIPMENT

7.1 Connections (continued)

7.1.8 Minimum Protection Criteria

Minimum Protection Criteria have been specified so that Company personnel or its agents, equipment, and services will be protected from the harmful effects of signal power overload and hazardous voltages. Minimum Protection Criteria applies to the direct electrical, acoustic, or inductive connections of Customer equipment and communications systems to Company services.

A. General

Customer equipment, test equipment and communications systems which are connected to services on a direct electrical basis or an acoustic or inductive basis, must comply with the following:

1. Since a circuit utilizes Company channels and equipment in common with other circuits and services, it is necessary that the power of the signal applied to the circuit be limited in order to prevent excessive noise and crosstalk. Because each circuit is individually engineered, a single valued limit for all applications cannot be specified. Therefore, the power of the signal (for direct electrical connections in the band above 300 Hertz) which may be applied by the equipment to the interface will be specified by the Company for each application to be consistent with the signal power allowed on this Company's telecommunications network.
2. To protect other Company services, it is necessary that the signal which is applied at the interface meets the following limits:
  - (a) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18dB below the power of the signal as specified in (1) above.
  - (b) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16dB below one milliwatt.

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7.1 Connections (continued)

7.1.8 Minimum Protection Criteria (continued)

A. General (continued)

- (c) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24dB below one milliwatt.
- (d) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36dB below one milliwatt.
- (e) The power in the band above 40,000 Hertz shall not exceed 50dB below one milliwatt.
- (f) To prevent the interruption or disconnection of a call, it is necessary that the signal applied at the interface be limited. Specifically, the signal at the interface shall at no time have energy concentrated solely in the 2450 to 2750 Hz band. If there is signal power at the interface in the 2450 to 2750 Hz band, it must not exceed the power present at the same time in the 800 to 2450 Hz band.

B. Direct Electrical Connections

In addition to the regulations in A. preceding, Customer equipment, test equipment, and communications systems which are connected to MTS or WATS on a direct electrical basis must comply with the following:

To prevent excessive noise and crosstalk, it is necessary that the power of the signal presented at the central office does not exceed 12dB below one milliwatt when measured over any three second interval. To ensure that this limit is not exceeded, the power of the signal which may be applied by the premises equipment, test equipment or communications system to the interface will be specified for each Customer location. In no case shall the power exceed one milliwatt.

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7.1 Connections (continued)

7.1.8 Minimum Protection Criteria (continued)

C. Acoustic or Inductive Connections

In addition to the regulations in A. preceding, Customer equipment and communications systems which are connected to MTS or WATS on an acoustic or inductive basis must comply with the following:

To prevent excessive noise and crosstalk, it is necessary that the power of the signal which is applied by the equipment to the interface located on the Customer's premises be limited so that the signal power does not exceed 9dB below one milliwatt when averaged over any three second interval. However, to permit each Customer, independent of distance from the central office, to supply signal power which at the central office approximates 12dB below one milliwatt when averaged over any three second interval, the Company, at the Customer's request, will specify, for each Customer location, the signal power at the interface, which shall in no case exceed one milliwatt.

7.1.9 Recording of Two-Way Telephone Conversations

The regulations, terms and conditions pertaining to the recording of two-way telephone conversations are identified in Consumer AT&T Service Guide.

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7.1 Connections (continued)

7.1.10 Violation of Regulations

Where any terminal equipment or communication system is used with telecommunications services furnished by the Company and any of the connections provisions are violated, the Company will take such immediate action as appropriate for the protection of its facilities and will promptly notify the Customer of the violation. The Customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company with ten days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in termination of the Customer's service in accordance with the provisions stated in Section 2, until such time as the Customer complies with the provisions of this Price List.

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