

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
Marketing under Service Mark of "TEC" (T)

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GENERAL SUBSCRIBER SERVICES TARIFF

FOR THE

STATE OF ALABAMA

This tariff contains regulations and rates applicable for the furnishing of Local Exchange Service and optional calling features which are required to be offered under tariff pursuant to Alabama Code _ 37-2A-8 (1975 as amended) (the "Act") after February 1, 2007 by National Telephone of Alabama, Inc., dba/Cherokee Telephone Company also referred to as the Company. This includes the following services as defined by the Act:

- (1) basic telephone service;
- (2) central office-based features that were tariffed service offerings as of February 1, 2005, and where currently available:
 - (a) are available to a line-side connection in a telephone switch,
 - (b) are available on a stand-alone basis separate from a bundled offering, and
 - (c) enhance the utility of basic telephone service;
- (3) tariffed emergency reporting services regulated by the commission on or before February 1, 2005 and offered by local exchange carriers to public safety answering points and emergency communications districts.

This tariff is on file with the Alabama Public Service Commission and is applicable to those exchanges identified herein.

The Company will provide access to long distance services, including operator services, and carriers in compliance with federal and state regulations. Rates, terms and conditions of these services are included in the Company's price list.

Issue Date: 12/02/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 1/01/08
Docket No.: 30619

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
Marketing under Service Mark of "TEC" (T)

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EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued cancelling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) Signifies a change regulation.
- (D) Signifies a discontinued rate, regulation or text.
- (I) Signifies an increase in rate or charge.
- (M) Move from one page to another with no change in rate, regulation, or text.
- (N) Signifies a new rate, regulation or text.
- (R) Signifies a reduction in rate or charge.
- (T) Signifies a change in text, but no change in rate or regulation.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

The above symbols are standard indication which may be used to denote revisions or additions to general regulations, listings, rates or charges after the initial filing of the tariff.

Issue Date: 12/02/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 1/01/08
Docket No.: 30619

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dba/Cherokee Telephone Company

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Issue Date: 12/02/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 1/01/08
Docket No.: 30619

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Issue Date: 9/26/13
Issued By: James Garner
Title: Vice President

Effective Date: 11/01/13
Docket No.:

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Issue Date: 8/12/09
 Issued By: Lera Roark
 Title: Vice President

Effective Date: 9/11/09
 Docket No.:

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National Telephone of Alabama, Inc.
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S1. RATE SUMMARY

This schedule provides the summary of rates and charges and makes reference to the tariff schedules where more detailed information may be found.

<u>Service</u>	<u>Section</u>	<u>Monthly Charge</u>	
Central Office Work Charge	3	\$ 9.00 – \$10.00	
Custom Calling Services			
Anonymous Call Rejection	4	\$ 3.00 – \$ 3.50	
Automatic Wake-up	4	1.50	
Call Forwarding	4	2.50 – 4.00	(I)
Call Forwarding Busy Line	4	4.00 – 4.50	
Call Forwarding Busy Line – Fixed	4	4.00 – 4.50	
Call Forwarding Busy Line – Incoming Only	4	4.00 – 4.50	
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Call Transfer	4	2.00	
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Caller ID - Basic	4	7.50 – 10.00	
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Caller ID - Enhanced			
– With Call Waiting Deluxe	4	10.50 – 15.00	
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Calling Number Delivery Blocking			
– Per Call	4	0.00	
– Permanent	4	4.00 – 4.50	
Direct Connect	4	2.25	
Distinctive Ringing	4	4.00 – 4.50	
– Per Call	4	.75	
Do Not Disturb	4	2.50	
Home Page	4	5.00	
Personal Ringing			
(a) Ring 2	4	3.50 – 4.00	
(b) Ring 3	4	4.00 – 4.50	
Preferred Call Forwarding	4	4.00 – 4.50	
– Per Call	4	.75	
Preferred Call Rejection	4	3.00 – 3.50	
– Per Call	4	.75	
Privacy Control	4	3.00 – 5.00	
Remote Program	4	3.00	
Repeat Dialing	4	4.00 – 4.50	
– Per Call	4	.75	
Restrictive Use	4	10.00	
Special Call Acceptance	4	4.00 – 4.50	
– Per Call	4	.75	
Speed Calling			
– Eight Code Capacity	4	2.00	
– Thirty Code Capacity	4	2.90	
Three-Way Calling	4	2.95	
Toll/Code Restriction with PIN	4	3.00 – 4.00	

* A non-recurring charge of **\$6.00 - \$7.50** will apply to establish Call Trace Service on a per trace arrangement, in addition to the applicable Service Connection Charges.

Issue Date: 9/26/13
Issued By: James Garner (T)
Title: Vice President

Effective Date: 11/01/13
Docket No.:

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S1. RATE SUMMARY

<u>Service</u>	<u>Section</u>	<u>Monthly Charge</u>
Dual Party Relay Surcharge	2	\$ 0.15
Emergency Conference Service and Fire Reporting Equipment		
Fire Number, per access line	7	\$ 28.54
Fire Reporting Line, per access line equipped	7	\$ 2.00
Siren Control		
Control Relay, per siren	7	\$ 1.50
Pushbuttons or keys, each	7	\$ 1.00
Enhanced Universal Emergency Number Service - E911 – per 1000 main stations served		
Automatic Number Identification	7	\$ 60.00
Automatic Location Identification Data Maintenance	7	\$ 30.00
Class Screening	7	\$ 28.00
E911 Trunks @ \$125.00 each (2 required per exchange)	7	\$250.00
Individual Line – Business	2	\$ 38.01
Individual Line – Residence	2	\$ 16.93
Interruption Charge	2	\$ 6.00
Intrastate End User Charge	2	\$ 0.85
Local Directory Assistance Charge (Maximum 2 request per call)	2	\$ 1.25
Maintenance of Service Charge	3	\$ 35.00
Minimum Service Charge for Willful Destruction	3	\$ 35.00
Number Change Charge	3	\$ 6.00 – \$ 7.00

Issue Date: 03/29/2013
Issued By: James Garner
Title: Vice President

Effective Date: 5/01/2013
Docket No.:

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S1. RATE SUMMARY

<u>Service</u>	<u>Section</u>	<u>Monthly Charge</u>	
N11 Dialing Services			
Service Establishment Charge			
Per Basic Local Calling Area	4	\$389.90	(I)
Central Office Activation			
Per Central Office	4	\$150.00	
Change of Point-to Number by Subscriber			
Per Central Office	4	\$ 13.50	
Operator Assisted Local Calls and Local Calling			
Card Service Calls			
Calling Card Service Calls			
Station-to-station customer dialing cards	2	\$ 1.25	
Station-to-station operator assisted			
sent-paid, collect, third number, and	2	\$ 2.50	
non-customer dialing calling card calls	2	\$ 5.00	
Person-to-person operator assisted calls			
Premises Work Charges,			
Per 15 Minute Increments	3	\$ 5.90 – \$ 8.90	
Restoration Charge	3	See Rates	
Returned Check Charge	3	\$ 30.00	(I)
Selective Toll Restriction Services			
Options One, Two, Six and Nine	4	\$ 0.00	
Options Three, Four, Five, Seven			
and Eight	4	\$ 2.00 – \$4.00	
Service Order Work Charges			
Premises Visit Required	3	\$ 13.00 – \$16.00	
Premises Visit Not Required	3	\$ 8.00 – \$10.00	
Record Type Orders Only	3	\$ 5.00 – \$ 8.00	
Telephone Numbers in Rotary (Trunk Hunting)	4	\$ 18.30	
Verification Charge	2	\$ 3.38	
711 Dialing Code for TRS			
Service Establishment Charge			
Per Basic Local Calling Area	4	\$389.90	(I)
Central Office Activation			
Per Central Office	4	\$150.00	
Change of Point-to Number by Subscriber			
Per Central Office	4	\$ 13.50	

Issue Date: 9/26/13
Issued By: James Garner (T)
Title: Vice President

Effective Date: 11/01/13
Docket No.:

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S2. BASIC LOCAL EXCHANGE SERVICE

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Issue Date: 5/25/12
Issued By: James Garner
Title: Vice President

Effective Date: 6/01/12
Docket No.:

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dba/Cherokee Telephone Company

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S2. BASIC LOCAL EXCHANGE SERVICE

S2.1 General

A maximum of ten digits or frequency pulses for local service and extended area service will be provided by the Telephone Company. The charges quoted in this tariff are for a period of one month, payable monthly in advance, and entitle the subscriber to local exchange service to all stations in the following towns*, within the State of Alabama: (T)

Cherokee	Muscle Shoals*
Barton	Sheffield*
Margerum	Rogersville*
Florence*	Tuscumbia*
Leighton*	Russellville*
Lexington*	

* Areas where at&t of Alabama exchange subscribers may be called pursuant to EAS arrangements between at&t of Alabama and the Telephone Company.

The rates for Local Exchange Service apply to all subscribers.

The base rate area and exchange service for each exchange are on maps located in Section 11., Local Exchange Boundary Maps, of this tariff.

The rates for service not specifically shown in this section are presented in other sections of this tariff. Price List for services not covered by this tariff can be found on the company website located at www.cherokeetel.net.

S2.2 Alphabetical Listing of Telephone Company Exchanges

Barton
Cherokee
Margerum

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
 dba/Cherokee Telephone Company

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 4th Revised Sheet 2
 Cancels 3rd Revised Sheet 2

S2. BASIC LOCAL EXCHANGE SERVICE

S2.3 Local Calling Areas

<u>Exchange</u>	<u>Exchanges In Local Calling Area</u>
Barton	Barton, Cherokee and Margerum
Cherokee	Cherokee, Barton and Margerum
Margerum	Margerum, Barton and Cherokee

S2.4 Authorization

Basic Local Exchange Rates are authorized individually by the Alabama Public Service Commission.

S2.5 Basic Local Exchange Rates - The rates below DO NOT include any federal, state or local fees or taxes, including without limitation, E911 charges and the **\$0.15** dual party relay surcharge, which shall be billed to each customer and shown separately on the customer's bill.

Business - 1 Line

<u>Exchange Name</u>	<u>1 Pty</u>	
Barton	\$ 38.01*	(I)
Cherokee	38.01*	(I)
Margerum	38.01*	(I)

Residence

<u>Exchange Name</u>	<u>1 Pty</u>	
Barton	\$ 16.93*	(I)
Cherokee	16.93*	(I)
Margerum	16.93*	(I)

- Rates applicable to 2 or more lines can be found in this Company's Current Price List. Local calling to telephone company designated exchanges only.

*Changes in CPI applicable to 2013 rates pursuant to APSC memorandum dated 1/18/13. (T)

Issue Date: 03/29/2013
 Issued By: James Garner
 Title: Vice President

Effective Date: 05/01/2013
 Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 2
Original Sheet 4

S2. BASIC LOCAL EXCHANGE SERVICE

S2.7 Local Directory Assistance Service

A. General

1. The Company furnishes a Directory Assistance service for the purpose of aiding customers in obtaining listing information.
2. The charging application and rates set forth in B. Application of Charges and C. Rates and Charges following apply to customer request for Directory Assistance Service.
3. Directory Assistance Service allows a subscriber to provide a name and get the telephone number, ZIP Code and/or directory address.

B. Application of Charges

1. There will be a charge for all customer calls to Directory Assistance, except as noted in paragraph 2. following.
2. The charges following will be applicable to all subscribers *except* for residence customers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group or agency. Written confirmation must be provided to the company for the exemption to apply. Application procedures may be obtained by calling the local business office. This exemption is applicable exclusively to calls made by the disabled individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that disabled individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.
3. Surcharges as specified in Billing Surcharges (2.10.B.1.a.) following, will be applicable to all calls to Directory Assistance Service handled by the operator (A0-A), provided that the A0" operator is not the only source for Local Directory Assistance, or dialed by the customer ("0+").

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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dba/Cherokee Telephone Company

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S2. BASIC LOCAL EXCHANGE SERVICE

S2.7 Local Directory Assistance Service (Continued)

C. Rates and Charges

	<u>Rate</u>
1. Directory Assistance Service - request of a listing (maximum of two request per call)	
a. Within the Company's local calling or LATA/NPA serving area for the originating line, per call	\$1.25
b. Outside the Company's local calling and LATA/NPA serving areas for the originating line®, per call	\$1.25

S2.8 Dual Party Relay Service

A. Application

For the purposes of this Section, the following definitions, rules and regulations are applicable, in addition to the definitions contained in Section 9., Definitions, and to the rules and regulations contained in Section 8., General Rules and Regulations, of this tariff. In the event of any conflict between the provisions of this section and the provisions of Sections 8. and 9., then the provisions of this section shall prevail.

B. Description of Service

Dual Party Relay permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communication takes place when a communications assistant relays conversations (voice to TDD or TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party. The rates for local telephone service reflected in this tariff do not include the Alabama Dual Party Relay System Surcharge of \$.15 approved by the Alabama Public Service Commission effective January 1, 1995 (Docket U-3089).

® No exemptions, or exceptions apply. This service is available where technically feasible.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S2. BASIC LOCAL EXCHANGE SERVICE

S2.8 Dual Party Relay Service (Continued)

C. Definitions

Alabama Relay Center - A center located at a predetermined point outside the Company's Network, staffed with communications assistants of a predetermined carrier, which permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones.

Bill to Third Party - A billing arrangement which permits a long distance "voice to TDD" or "TDD to voice" call to be charged to an authorized station, as determined by the Company, other than the station originating the call or the station where the call is terminated. These calls may be billed only to a third number within Alabama.

Person-To-Person Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD" or "TDD to voice" call specifies to the communications assistant at the Alabama Relay Center a particular person to be reached. When the person originating such a call agrees to talk to anyone other than the one specified, the classification of the call remains person to person.

Station-To-Station Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD or TDD to voice" call gives to the communications assistant at the Alabama Relay Center the telephone number of the desired station, and does not specify a particular person to be reached.

1. "Dial Station" is that Station-to-Station Service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.
2. "Customer Dialed Calling Card Station" is that Station-to-Station service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.

The use of this calling service limits the billing of calls through the Alabama Relay Center to an Alabama Calling Card Number.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.

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S2. BASIC LOCAL EXCHANGE SERVICE

S2.8 Dual Party Relay Service (Continued)

D. Restrictions

The following calls may not be placed through the Alabama Relay Center:

- Calls to 976, 900 or 700 numbers.
- Calls to time or weather recorded messages.
- Calls to other informational recordings.
- Station sent paid calls from coin telephones.
- Operator handled conference service and other teleconference calls.
- All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those assigned by the telephone company.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 2
2nd Revised Sheet 8
Cancels 1st Revised Sheet 8

S2. BASIC LOCAL EXCHANGE SERVICE

S2.9 Low-Income Assistance Program

Low-Income Assistance Program consists of one program, Lifeline Assistance. This program was developed to reduce rates for low income customers. The Company participates in this assistance program to increase the availability of telecommunications services to all consumers in its serving areas. The structure of this program is outlined in the following paragraphs.

A. Lifeline Assistance

1. **General**

Lifeline Assistance reduces an eligible customer's monthly rates for local service. An eligible customer receives a federally subsidized credit (T)
 toward the monthly cost of basic telephone service, as well as a credit (T)
 towards the residential access line rate. Pursuant to Docket No. 25980,
 dated June 29, 2006, eligibility for participation in the Alabama Lifeline
 Program shall also be extended beyond a telephone subscriber's (T)
 participation in the means-based programs referenced in paragraph 2.b.
 following to also include any individual in the telephone subscriber's
 household. The telephone subscriber must, however, demonstrate that
 the household member relied upon for eligibility is eligible and (T)
 participating in any of the means-based programs and that the telephone
 subscriber is the financially responsible party for the qualifying member
 of his or her household, or that the eligible household member is the
 telephone subscriber's dependent pursuant to the rules and regulations (T)
 of the Internal Revenue Service. Alternatively, to constitute a qualifying
 customer eligible to receive Lifeline Assistance, a customer must meet (N)
 the income level requirements set forth in paragraph 2.a. below. (N)

2. **Regulations**

- a. A customer's household income must be at or below 135% of the (N)
 Federal Poverty Guidelines for a household of that size;
 - (1) For purposes of these rules, "income" is defined as all income
 actually received by all members of a household. This
 includes salary before deduction for taxes, public assistance
 benefits, social security payments, pensions, unemployment
 compensation, veteran benefits, inheritances, alimony, child
 support payments, worker's compensation benefits, gifts,
 lottery winnings, and the like. The only exceptions are student (N)

Certain material previously found on this page now found on Section 2, 2nd Revised Sheet 9.

Issue Date: 5/25/12
Issued By: James Garner
Title: Vice President

Effective Date: 6/01/12
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 2
2nd Revised Sheet 9
Cancels 1st Revised Sheet 9

S2. BASIC LOCAL EXCHANGE SERVICE

S2.9 Low-Income Assistance Program (Continued)

A. Lifeline Assistance (Continued)

2. **Regulations (Continued)**

a. (Continued)

(N)

(1) (Continued)

financial aid, military housing and cost-of living allowances, irregular income from occasional small jobs such as baby-sitting or lawn mowing, and the like.

(2) A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen (18) years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen (18) living with their parents or guardians are considered to be part of the same household as their parents or guardians.

(N)

b. Lifeline Assistance is also available to all residential customers who participate in one of the following low-income assistance programs: Medicaid, Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), Section 8 Federal Public Housing Assistance (FPHA), the Low Income Home Energy Assistance Program (LIHEAP), Temporary Assistance for Needy Families (TANF) and the National School Lunch Program's Free Lunch Program.

(T)(M)

(T)

(T)

(T)

(T)

(N)(M)

c. In addition to meeting the qualifications provided in paragraph 2.a. or 2.b of this section, in order to constitute a qualifying low-income customer, a customer must not already be receiving a Lifeline service, and there must not be anyone else in the subscriber's household subscribed to a Lifeline service.

(N)

(N)

M- Material on this page formerly found on Section 2, 1st Revised Sheet 8.

Issue Date: 5/25/12
Issued By: James Garner
Title: Vice President

Effective Date: 6/01/12
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 2
3rd Revised Sheet 10
Cancels 2nd Revised Sheet 10

S2. BASIC LOCAL EXCHANGE SERVICE

S2.9 Low-Income Assistance Program (Continued)

A. Lifeline Assistance (Continued)

2. **Regulations (Continued)**

- d. Qualifying subscribers must provide the Company with acceptable documentation as proof of their eligibility to receive Lifeline service under the income-based or program-based requirements. The Company will confirm a subscriber's continued eligibility to receive Lifeline service on an annual basis by requiring the subscriber to sign a certification to his/her present qualifications for Lifeline service. Upon a determination of ineligibility, the credit will be discontinued on the bill if the customer fails to provide proof of eligibility within thirty (30) days following written notification to the customer.
- e. If the Company receives notification from the program administrator that the subscriber is receiving Lifeline service from another telecommunications carrier or that more than one member of a subscriber's household is receiving Lifeline service, the subscriber will be de-enrolled from Lifeline Assistance without notice within five (5) business days following the Company's receipt of that notice.
- f. The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers who subscribe to Lifeline Assistance.
- g. As a participant in Lifeline Assistance, customers are eligible to receive Toll Limitation Service. This service will only be provided at (T) the customer's request.
- h. Local service deposit requirements will be waived for customers who voluntarily receive Toll Limitation Service.

Issue Date: 6/29/12
Issued By: James Garner
Title: Vice President

Effective Date: 8/01/12
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 2
2nd Revised Sheet 11
Cancels 1st Revised Sheet 11

S2. BASIC LOCAL EXCHANGE SERVICE

S2.9 Low-Income Assistance Program (Continued)

A. Lifeline Assistance (Continued)

(M1)

2. **Regulations (Continued)**

i. Participants in Lifeline Assistance shall not be disconnected from Local Service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. Lifeline subscribers who have previously unpaid toll charges or are relying on someone in their household to establish eligibility for Lifeline who has previously unpaid toll charges will be required to subscribe to toll blocking by the Company. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service.

(T)(M2)

j. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

(T)

k. One low income credit is available per household and is applicable to the primary residential connection only.

(T)

l. A Lifeline customer may subscribe to any local service offering available to other residential customers.

(T)

m. The PIC charge will not be billed to Lifeline customers who subscribe to toll blocking and do not presubscribe to a long distance carrier.

(T)

(M2)

n. Lifeline subscribers may apply their Lifeline discount to the Company's family shared calling plans and to bundled service packages or packages containing optional calling features available to Lifeline customers. The calling plan must be in the name of the eligible subscriber, and a household may receive only one Lifeline supported service. Partial payments from Lifeline subscribers purchasing bundled packages or packages containing optional calling features will first be applied to pay down the allocated price of the Lifeline voice services.

(N)

(N)

M1 – Material formerly found on this page now found on Section 2, 2nd Revised Sheet 12.

M2 – Material found on this page formerly found on Section 2, 1st Revised Sheet 10.

Issue Date: 5/25/12
Issued By: James Garner
Title: Vice President

Effective Date: 6/01/12
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 2
3rd Revised Sheet 12
Cancels 2nd Revised Sheet 12

S2. BASIC LOCAL EXCHANGE SERVICE

S2.9 Low-Income Assistance Program (Continued)

A. Lifeline Assistance (Continued)

3. **Credits**

The following monthly credit* will apply for each customer eligible for Lifeline Assistance: (T)

	<u>Monthly Credit*</u>	
a. Federal Lifeline Credit to Residential Access Line	\$ 9.25	(T) (R)(T)
		(D)
b. State Lifeline Credit to Residential Access Line	3.50	(T) (T) (D)
Total Credit Amount	\$ 12.75	(R)

Each eligible Lifeline customer who elects to receive Toll Blocking service will receive the credit below not to exceed the amount of the Toll Blocking service monthly charge. (N)

	<u>Monthly Credit</u>	
a. Toll Limitation Service Credit	\$ 3.00	(N)

* Credit amount will not exceed the total of the Subscriber Line Charge and the Residential Local Exchange rate.

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National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 2
Original Sheet 13

S2. BASIC LOCAL EXCHANGE SERVICE

S2.10 Operator Assisted Local Calls and Local Calling Card Service Calls

A. Application of Charges

1. Operator Assisted Local Calls

A surcharge will apply when the caller requests operator assistance and the call is completed within the local service area. The call may be billed to the originating telephone, calling card, third number, collect or any other Company-approved identification number. The surcharge will be applied to each completed call *except*:

- a. For calls to the Company for official telephone business.
- b. For emergency calls to agency type telephone numbers such as those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations and to any emergency medical number.
- c. When the caller identifies himself as being handicapped and unable to place the call due to his handicap.
- d. When the caller advises he has had service trouble in reaching the terminating number.

2. Local Calling Card Service Calls

A surcharge will apply to all calling card service calls wherein the caller dials both the called number and the calling card service number and the call is completed in the local service area.

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National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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Original Sheet 14

S2. BASIC LOCAL EXCHANGE SERVICE

S2.10 Operator Assisted Local Calls and Local Calling Card Service Calls (Continued)

B. Rates and Charges

1. For any completed message in the call classes listed following, a service charge will be applied as follows:

a.	Billing Surcharges	<u>Rate</u>
1)	Station-to-station customer dialed cards, each	\$1.00
2)	Station-to-station operator assisted sent paid, collect, third number, and non-customer dialed calling card calls, each	\$2.50
3)	Person-to-person operator assisted calls, each	\$5.00
b.	Operator Dialed Surcharge \in	
-	Station-to-station operator assisted or Person-to-person operator assisted calls (Excluding those billed to calling cards) where the operator dials the terminating number	\$1.25
c.	Partially Automated Surcharge \notin	
-	Station-to-station operator assisted calls where the customer dials the terminating number	\$1.00
d.	Zero Minus Charge \angle	
-	Provision of Area Code, Place Name (in what Area Code is a city or exchange), Ring Back (caller wants call back to test whether equipment connected to his line "rings" when outside caller dials his number), Operator Dialing of 800, 888, 877, 866 and 855 numbers on the callers behalf, each request (one request per call)	\$.95

\in An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.

\notin A Partially Automated Surcharge is in addition to any applicable Billing Surcharge.

\angle Applies when customer dials zero and no other digits from a local exchange wireline, requests and receives the service as described. This charge is not applied to request originating from payphones or wireless.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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Original Sheet 15

S2. BASIC LOCAL EXCHANGE SERVICE

S2.11 Local Operator Verification/Interruption Service

A. General

Verification Service provides operator assistance in determining if a called line is in use. Interruption Service provides for operator interruption of voice conversation in progress on a called line *to advise the interruption subscriber that the interrupting party has an emergency need to reach him. Data use of a subscriber line will be verified, but not interrupted.* The customer may request these services for a charge, where facilities are available, by calling the "0" operator.

B. Application of Charges

The charges specified following will apply to all request *except*:

1. Emergency requests from official emergency agencies when the request is received on an agency line from agency personnel;
2. Emergency requests in which the caller identifies that the request is to one of the following;
 - a. an official public emergency agency,
 - b. an emergency medical number, or
 - c. a privately endowed and operated suicide, drug, alcohol, or runaway crises reporting center; or
3. Requests in which the operator encounters a trouble condition or has a reason to believe a trouble condition exists.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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S2. BASIC LOCAL EXCHANGE SERVICE

S2.11 Local Operator Verification/Interruption Service (Continued)

C. Rates and Charges

1. A charge for Verification applies each time the operator verifies a line *is in use*.

	<u>Charge</u>
a. Verification Charge, each	\$3.38

2. A charge for Interruption applies each time the operator interrupts voice conversation in progress and does not depend on whether the called-party agrees to release the line.

a. Interruption Charge, each	\$6.00
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3. If an operator both verifies the condition of the line and interruptions conversation on the same request, only the interrupt charge applies.

4. The charges for Verify/Interrupt Service are in addition to any applicable message rates.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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dba/Cherokee Telephone Company

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Cancels Original Sheet 1

S3. SERVICE CONNECTION CHARGES

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GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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Original Sheet 1

S3. SERVICE CONNECTION CHARGES

S3.1 General

- A. Service charges are the nonrecurring charge or charges applied to the services ordered or connected into service at the customer's request. These include charges for initial commencement of service, changes, restoration, and rearranging of service or facilities.
- B. Service Charges may be paid under one of the following plans, at the option of the subscriber;
 - Plan 1 Payment in full at the time service is requested.
 - Plan 2 Payment in full, on the first month's billing.
 - Plan 3 Time-payment of Service Connection Charges, over a period of four months. Under this plan, the total Service Connection Charges will be divided by four and billed to the subscriber over a four month period, beginning with the first month's billing. In the event service is terminated, prior to the four month period, all outstanding amounts will become due and payable immediately.
- C. In all cases where special or unusual construction or installation is required, such charges are in addition to the prescribed service charges.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 3
Original Sheet 2

S3. SERVICE CONNECTION CHARGES

S3.2 Definitions

A. **Service Order Work Charge:** The charge that applies for work performed by the Company in connection with the receiving, recording and processing of customer requests for service. The Service Order Work Charge is separated into three categories:

- (a) The Service Order Work Charge With Visit means the charge that applies per customer request for work performed by the Company in connection with the receiving, recording and processing of the customer request for service to be completed at one time and a visit to the customer's premises is required to complete the requested work.
- (b) The Service Order Work Charge Without Visit means the charge that applies per customer request for work performed by the Company in connection with the receiving, recording and processing of the customer's request for service to be completed at one time and a visit to the customer's premise is not required to complete the requested work.
- © The Record Service Ordering Charge is the charge that applies to listing activity requested by the customer.

The term "per customer request" as specified in (a) and (b) above means all work or service ordered by one customer to be performed or provided at the same time on the same premises on the same system. Where both business and residence service is furnished on the same premises, the "per customer request" treatment is applicable separately for each service. When more than one service ordering charge applies at the same time on the same premises, only one service ordering charge with visit is applicable. The remaining service ordering charges will be without premises visit.

B. **Central Office Work Charge:** The charge applied to work associated with testing and connection functions required within the central office.

C. **Access Line Work Charge:** Not Applicable

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National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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1st Revised Sheet 3
Cancels Original Sheet 3

S3. SERVICE CONNECTION CHARGES

S3.2 Definitions (Continued)

- D. **Premises Work Charge:** Premises Work is that work performed by a Company representative on a customer's premises exclusive of work required to establish or re-establish network access to a Network Interface Device (unless specifically stated in this tariff) and includes but is not limited to service ordering and equipment handling. Therefore the appropriate charges for these work functions for residence and simple business applications is the respective Premises Work Charge. Additional charges may apply for services provided which are not tarified under this tariff.

- E. **Returned Check Charge:** When payment in the form of a bank check for services rendered is returned to the company the customer will be assessed a service charge to cover the cost of handling the check.

- F. **Installation Charge:** An installation charge is a non-recurring charge applying to the provision of certain items of equipment or facilities as distinguished from a Service Charge applicable for establishing, moving or changing basic telephone service and is in addition to applicable Service Charges. An installation charge may sometimes be referred to as an "initial" or "non-recurring" charge.

- G. **Restoration Charges:** A restoration charge is a charge applicable to restoring service following a denial of such service.

- H. **Termination Charge:** The charge applied when a customer discontinues an item of service or equipment prior to the expiration for the initial service period designated for such item.

- I. **Number Change Charge:** A Number Change Charge is a charge which applies for a customer originated request for a change of telephone number.

- J. **Maintenance of Service Charge:** A Maintenance of Service Charge is a non-recurring charge applicable for each repair visit to a customer's premises in connection with a service difficulty or trouble report due to the following:
 - 1. a condition in a customer-provided terminal, or communications system, or customer-provided or maintained inside wiring arranged for connection to Company facilities;
 - 2. a receiver off-hook condition in customer premises equipment;
 - 3. or where specifically stated in this tariff. It also applies to the testing of private line multi-point circuits when it is determined that the trouble is not in the Company-provided facilities.

(M)
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(M)

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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1st Revised Sheet 4
Cancels Original Sheet 4

S3. SERVICE CONNECTION CHARGES

S3.2 Definitions (Continued)

- K. **Record Service Order Charge:** The charge involving customer listing activity requested by the customer, which requires no Company central office or customer premises action (other than changes from nonpublished listing to a listed number).
- L. **Network Interface Device:** The Network Interface Device is that point on the customer's premises where all premises services are connected to the telecommunications network. The Network Interface Device is a nontariffed waterproof enclosure consisting of a protector, standard registration program jack or equivalent and an entrance bridging device.
- M. **Customer Premises Inside Wire:** Customer Premises Inside Wire is that wire that runs between the Network Interface Device where the Exchange Access Lines terminate and those standard jack terminations or equivalent, including the standard jack or equivalent, on the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line. Customer premises inside wire will be provided by the customer subject to the provisions of the General Exchange Tariff of this tariff, Part 68 of the Federal Communications Commission Rules and Regulations, applicable electrical codes and related Company practices. Company practices will be made available to the subscriber at the Telephone Company business office.
- N. **Simple Business:** The business individual line basic exchange service which does not terminate in a communications system. The term "Business Non-Key" is synonymous with the term "Simple Business."
- O. **Credit Card Convenience Fee:** A convenience fee is a charge in addition to the original transaction amount for the convenience of being able to make a credit card payment over the telephone with a customer care representative. This allows our customers another option that is separate and in addition to standard payment methods.

(N)
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(N)

Issue Date: 9/26/13
Issued By: James Garner (T)
Title: Vice President

Effective Date: 11/01/13
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 3
Original Sheet 5

S3. SERVICE CONNECTION CHARGES

S3.3 Application of Service Charges

A. General

1. Service charges as used herein and in other sections of this tariff are applicable to the ordering, connecting, moving, changing, rearranging and furnishing of telephone service and miscellaneous and supplemental equipment, and other telephone facilities. The charges apply as follows except as provided hereinafter in other sections of this tariff.
2. Service order charges are applicable to the following services:
 - a. All classes of Basic Local Exchange Service
 - b. Directory Listings
 - c. Miscellaneous Service Arrangement and Auxiliary Equipment
3. Where the service desired requires more than one central office line connection charge, the sum of the separate charges for each function applies except as hereinafter provided.
4. Service Connection Charge - Waiver
 - a. Disaster Relief

In the event a current customer's premises is made untenable by hurricane, tornado, fire or flood, the company will waive service charges for the establishment of service at temporary locations and the reestablishment of service at the customer's original location.

Service Connection Charge waivers will be limited to same quantity and type of service as provided at the premises made untenable by hurricane, tornado, fire or flood.

The Company may, at its discretion, provide waiver of service connection charges to business locations made untenable by hurricane, tornado, fire or flood.

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National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 3
Original Sheet 6

S3. SERVICE CONNECTION CHARGES

S3.3 Application of Service Charges (Continued)

A. General (Continued)

5. Service charges may be paid at the time of application of service or as otherwise provided herein.
6. Service charges apply to changing or adding touchtone service, custom calling features, number changes or any other miscellaneous service as specified in this tariff.

For a change from rotary dial service to Tel-touch (tone dialing) the appropriate service ordering charge will apply. The central office line connection charge does not apply.

7. Transfers of responsibility or change of name involving a change of responsibility should be handled in accordance with provisions of Rules and Regulations, Transfer of Service Between Subscribers. If the change does not require central office line connection work or premises work, a service ordering charge without premises visit is applicable. If the change does involve central office line connection work and/or premises work or number change, the charge for each element of the Service Charge will apply as appropriate.
8. Billable work performed by Company employees located at an on-premises work station is subject to the Premises Work Charge (plus subsequent increments as appropriate), and a Service Order Work Charge with Visit.

B. Application

1. The Service Order Work Charge With Visit means the charge that applies per customer request for work performed by the Company in connection with the receiving, recording and processing of the customer request for service to be completed at one time and a visit to the customer's premises is required to complete the requested work.

GENERAL SUBSCRIBER SERVICES TARIFF

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Original Sheet 7

S3. SERVICE CONNECTION CHARGES

S3.3 Application of Service Charges (Continued)

B. Application (Continued)

2. The Service Order Work Charge Without Visit means the charge that applies per customer request for work performed by the Company in connection with the receiving, recording and processing of the customer's request for service to be completed at one time and a visit to the customer's premise is not required to complete the requested work.
3. The Record Service Ordering Charge is the charge that applies to listing activity requested by the customer.
4. Central Office Work Charge - applies for work in the central office necessary to effect customer requested changes in service.
5. Access Line Work Charge - Not Applicable
6. Premises Work Charge - applies for customer-requested change work performed by the Company on the Customer's premises exclusive of establishing or re-establishing network access to a Network Interface Device located at the normal point designated by the Company.
 - a. The Premises Work Charge applies per Company employee performing billable work on the customer's premises. Billable Premises Work is work performed on a customer's premises by a Company employee or representative at the customer's request and not covered by other charges. This includes work preparation, actual work and cleanup. The sum of their time is used to determine the number of 15-minute increments to be billed with only one Service Order Work Charge billed per service order worked except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the Service Order Work charge will also apply per additional Company employee specifically requested. Additional charges may apply for services provided which are not tarified under this tariff.
 - b. Premises Work charges will apply separately "per customer request" on service requests where billable premises work is performed.
 - c. Premises Work Charges are applicable, in addition to the charges for individual items of equipment or service in other sections of this tariff.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Section 3
Original Sheet 8

S3. SERVICE CONNECTION CHARGES

S3.3 Application of Service Charges (Continued)

B. Application (Continued)

3. (Continued)

- d. Premises Work Charges apply to extend the location of the Network Interface Device to a point requested by the customer which is other than where the Company would normally locate the Network Interface Device.
- e. Premises Work Charges apply for a customer requested relocation, change or modification of an existing Network Interface Device.
- f. Premises Work Charges apply for installing a Network Interface Device to existing lines when requested by the customer.
- g. The charges for a network interface jack applies in addition to the appropriate premise work charges for installing a network interface at the customer's request on existing service.

- 7. Restoration Charges - In the event service is temporarily denied for nonpayment, such service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof. A restoration charge equal to a Service Order Premises Visit Not Required and a Central Office Connection Charge per central office line or trunk will apply.

If a trip to the premises is made to temporarily disconnect service for non-pay and payment is rendered at the time the Company agent is on the premises and service is not disconnected, the subscriber will be required to pay a Service Order Premise Visit Charge.

Customers not reconnected within 5 (calendar) days from date of suspension will be treated as a new customer and appropriate service charges and a new deposit will apply.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Section 3
Original Sheet 9

S3. SERVICE CONNECTION CHARGES

S3.3 Application of Service Charges (Continued)

B. Application (Continued)

8. A Termination Charge is determined by applying the percentage of the unexpired portion of the Basic Termination Charge for the Initial Service Period, to the full Initial Service Period.
 - a. The Basic Termination Charge and the Initial Service Period are indicated in the section of this tariff covering the service items to which they apply.

When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal. The termination charge in this event will not exceed the Basic Termination Charge.

9. Number Change Charge - for a customer originated change of telephone number, a number change charge is applicable for each number changed plus the appropriate service ordering charge.

For a change from residence to business service, without a number change, the business service ordering charge (without visit) is applicable.

For a change from business to residence, the residence service ordering charge plus a residence number change charge is applicable. (When down grading from a business to residence service the number must be changed.)

10. For rearrangement of drop wire and/or protector, the appropriate charge for Service Ordering and Central Office Work per line are applicable.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 3
Original Sheet 10

S3. SERVICE CONNECTION CHARGES

S3.3 Application of Service Charges (Continued)

B. Application (Continued)

11. Minimum Service Charge for Willful Destruction of Telephone Lines or Equipment - The Company undertakes to maintain and repair the facilities which it leases to customers. The customer is assessed the actual cost of each apparatus, equipment, or lines destroyed due to malicious, willful and negligent damage. The customer may not, nor permit others to, rearrange, disconnect or remove any equipment or wiring installed by the Company. If facilities are rearranged, disconnected or removed, the Company shall have the right to make a charge sufficient to recover any losses experienced as a result of such unauthorized tampering.

When the Company is required to make a visit to the customer's premises for the purpose of correcting a trouble caused by willful destruction of the telephone lines or equipment, the minimum service charge will apply if another specific service charge does not apply.

BUSINESS, EACH VISIT \$35.00*
RESIDENCE, EACH VISIT \$35.00*

12. Maintenance of Service Charge - The customer shall be responsible for the payment of Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or facilities. If the customer has a maintenance contract with the Telephone Company for the customer-provided equipment or facilities causing the service difficulty, the following charges will not be applicable. In the absence of a maintenance contract with the Telephone Company for the customer-provided equipment causing the service difficulty, the following charge will apply.

BUSINESS, EACH VISIT \$35.00*
RESIDENCE, EACH VISIT \$35.00*

* rate for first hour, each additional hour or fraction thereof will be billed at the above charges.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Section 3
2nd Revised Sheet 11
Cancels 1st Revised Sheet 11

S3. SERVICE CONNECTION CHARGES

S3.4	<u>Rates</u>	<u>Residence</u>	<u>Business</u>	
	For Connecting, Moving or Changing Service			
a.	Service Order Work Charge per customer request			
	1) Premises Visit Required	\$13.00	\$16.00	
	2) Premises Visit Not Required	8.00	10.00	
	3) Record Type Orders Only	\$ 5.00	\$ 8.00	
b.	Central Office Work Charge, per central office line or trunk	\$ 9.00	\$10.00	
c.	Premises Work Charge, per 15 minute increments	\$ 5.90	\$ 8.90	
d.	Returned Check Charge	\$30.00	\$30.00	
e.	Installation Charge	See Specific Service offering in this tariff		
f.	Restoration of Service (1) After Normal Working Hours	Service Order PVNR & COWC 1-1/2 times the rate for Restoration during normal business hours		
g.	Termination Charge	See specific offering in this tariff		
h.	Number Change Charge, per number changed ^①	\$ 6.00	\$ 7.00	
	1) If premises visit is required	Number Change Charge & Appropriate Premise Work Charge is applicable		
i.	Credit Card Convenience Fee	\$1.00	\$1.00	(N)

^① plus Service Order PVNR

Issue Date: 9/26/13
Issued By: James Garner
Title: Vice President

Effective Date: 11/01/13
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
2nd Revised Contents Sheet 1
Cancels 1st Revised Contents Sheet 1

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

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Issue Date: 9/22/11
Issued By: James Garner
Title: Vice President

Effective Date: 10/23/11
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

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	2. Service Features	46	
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ALL MATERIAL ON THIS SHEET IS NEW.

Issue Date: 10/25/11
Issued By: James Garner
Title: Vice President

Effective Date: 11/25/11
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Original Sheet 1

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services

A. General

Custom Calling Services consist of optional service features for use in connection with a customer's basic local exchange service.

B. Definitions of Feature Offerings

1. **Anonymous Call Rejection**

Anonymous Call Rejection allows subscribers to reject calls from parties who have a privacy feature that prevents the disclosure of the calling party number. When the ACR feature is active, the incoming calls with a calling party number marked as private are routed to a denial announcement. Incoming calls with a calling party number marked as public and incoming calls without calling party number information remain unaffected.

2. **Automatic Wake-Up (formally Ringback or Wake-up)**

Automatic Wake-up provides the user with an immediate or delayed ringback, duration of approximately 30 seconds with a tone burst super imposed immediately upon answer. Delayed ringback occurs at a time programmed by the user. The automatic wake-up feature will cycle a maximum of 3 times, seven minutes apart if there is no answer during the ringback period. Automatic Wake-up may be set by the user to ring 3 - 10 rings. If not set by user, automatic wake-up will automatically set to ring 3 rings.

3. **Call Forwarding**

Call Forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by signaling a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local and long distance message charges. These calls are also subject to transmission limitations. The charge applies to all calls that are answered at the telephone to which the calls are being forwarded, including person-to-person and collect calls even though they may not be accepted at the answering service.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

4. **Call Forwarding Busy Line**

Call Forwarding Busy Line redirects calls attempting to terminate to a busy line, to another designated line. This feature can be assigned to both residential and business group applications. Administration can be accomplished through the Company or by the subscriber via access codes. In business group applications, this feature may be used to forward any intra-group or inter-group call to a designated station which may be within or outside of the same switching system.

5. **Call Forwarding Busy Line - Fixed**

Call Forwarding Busy Line - Fixed allows all calls to be forwarded to a predetermined telephone number when your line is busy. Calls may originate from either within or outside the business group. This feature is activated by the Telephone Company and requires no action on the part of the user.

6. **Call Forwarding Busy Line - Incoming Only**

Call Forwarding Busy Line - Incoming Only allows the user, when the line is busy, to forward only those calls which originated outside the business group. Intra-group terminations and terminations from private facilities result in busy treatment when the line is off-hook. Administration can be through the Company or by the subscriber via access codes.

7. **Call Forwarding Don't Answer**

Call Forwarding Don't Answer provides for calls terminating to a subscriber's idle directory number to be forwarded, after a customer preselected interval, to another telephone number. The customer selected forward-to telephone number and specified interval are preprogrammed at the time service is established and can only be changed via a service order. No Service Charge is applicable if the customer requests a ring count change within thirty days from the establishment of the feature on the subscriber's line.

8. **Call Forwarding Don't Answer - Fixed**

Call Forwarding Don't Answer - Fixed allows all calls to be forwarded to a predetermined telephone number when your line is not answered within a specified number of rings. The number of ring cycles required to activate this feature is determined by the subscriber but programmed by the Company.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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dba/Cherokee Telephone Company

Section 4
Original Sheet 3

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

9. Call Forwarding Don't Answer - Incoming Only

This feature allows only calls from outside of the business group to be routed to another station in the same switching system if they are not answered within a subscriber prescribed number of rings (two to six ringing cycles). If the station to which the call is routed is busy, the original station continues to ring until the call is answered or until the call terminates the call. Call from inside the business group continue to ring at the original station. Administration can be accomplished through the Company or by the subscriber via access codes.

10. Call Forwarding Fixed by Code

This feature enables a business line to have calls transferred to another fixed location. Call forwarding is put into operation by dialing a two-digit activation code; removal of call forwarding is accomplished by dialing a two-digit deactivation code. When call forwarding is in operation, one ring is received on each incoming call (ring reminder). Originating calls can be made from a line which is in the call forwarding mode. The forward-to number is Company administered.

11. Call Forwarding Fixed by Ring Count

This feature provides rerouting for incoming calls when the called line is not answered within a predetermined length of time, as defined by ring count (selectable by customer). Forwarded calls are always routed to the same preassigned destination within the DCO system, which can be another business line, answering service, etc. Forwarding over trunks is not allowed. If the forwarded-to line is busy, the called line continues to ring, and the time is reset for additional forwarding attempts. This feature is not subscriber changeable.

12. Call Forwarding Variable

This subscriber-activated feature enables the user to forward all incoming calls to a subscriber-specified line. The feature can be assigned in both residential and business group applications. Calls may be forwarded within the group, within the toll-free network, or over the toll network. When calls are forwarded over the toll network, the charges for the connection from the forwarding line to the forward-to line are applied to the forwarding line, not the originating line. Automatic Message Account (AMA) is a prerequisite for call forwarding over the toll network.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Original Sheet 4

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

12. **Call Forwarding Variable (Continued)**

The system can be set up to allow activation of variable call forwarding by the subscriber in one of three ways:

- a) standard activation; if the system is set up for standard activation, call forwarding is automatically implemented upon dialing of the service prefix, access code, and forward-to directory number. This procedure automatically places the line in the call forwarding mode. Acknowledgment of the call forwarding mode is returned to the user in the form of a confirmation code. If the user stays on-line for four seconds, the forwarded-to line is rung.
- b) BOC-type activation; if the system is set up for BOC-type activation, the telephone user dials the service prefix and access code. After receiving a recall dial tone, the user dials the directory number of the line to which calls are to be forwarded. The forwarded-to line is rung while the user receives a ring-back tone. If the forwarded-to station answers, call forwarding to that station is activated. If the forwarded-to station does not go off hook or is busy, the activation procedure must be repeated within two minutes to automatically activate call forwarding to that station.
- c) and, basic business group (BBG) activation; if the system is set up for basic business group activation, the user dials the service prefix and access code followed by the forward-to number. If the forward-to number is within the group, the line is rung when idle and call forwarding is activated regardless of the busy/idle status of the forward-to line. If the forward-to number is not within the business group, forwarding procedures are optional as described in paragraphs a) and b) above.

When an incoming call is made to a line in the call forwarding mode, one burst of ringing is optionally sent to the line as a reminder that the mode is in operation, and the call is then routed to the forward-to line. To release a line from the call forwarding mode, the user must dial the call forwarding deactivation code.

13. **Call Forwarding Variable - Incoming Only**

This business group feature allows the user to forward only those calls which originated outside of the business group. Intra-group terminations and terminations from private facilities are treated as if the line had no call forwarding feature.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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Original Sheet 5

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

14. **Call Pick-up**

This feature permits a station user to answer incoming calls directed to another station within the same pick-up group by dialing an access code.

15. **Call Return (formally Instant Recall)**

This feature enables a customer to place a call to the last telephone number associated with the most recent call received whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.

If the called line is not busy, the call is placed. If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next 30 minutes both the calling and called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services

B. Definitions of Feature Offerings (Continued)

16. **Call Trace**

Call Trace enables the customer to initiate an automatic trace of the last call received. Upon activation by the customer, the network automatically sends a message to the Company's security department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Telephone Company Business Office for further action. Call Trace information will only be released to the appropriate law enforcement agency. The customer must sign an authorization at the proper law enforcement agency for the release of information by the Company to the law enforcement agency.

Only calls from within Custom Calling Service equipped offices are traceable using Call Trace.

This feature will not work if the incoming call is from a telephone number in a multiline hunt group, unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified.

In some locations, if the customer makes or receives another call after hanging up from the annoying call, prior to activating the trace, Call Trace will not record the correct number.

Call Trace is available to residence and business customers as follows: (1) monthly subscription, or (2) per activation/occasion. If the customer elects to subscribe to Call Trace on a monthly basis, unlimited access to the feature is provided with no additional charge for each activation. Optionally, where facilities permit, any customer may utilize Call Trace on a non-subscription basis with a per occasion charge for each successful activation of the feature. A one time non-recurring charge to establish this service feature will be applicable in addition to the service connection charges.

Based on availability of facilities, access to Call Trace - Per Activation can be restricted at the customer's request. Appropriate service order charges are applicable on orders involving this capability if no other work is being performed.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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Original Sheet 7

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

17. **Call Transfer**

Call Transfer allows subscribers to consult with, add on, or transfer established calls to another station by flashing the switchhook and dialing the transfer-to number.

18. **Call Waiting**

Call Waiting provides the user, busy on a call, with a private signal which alerts him to an unanswered call waiting to be completed to his number. The user may; hold the existing call, answer the incoming call and alternately talk on both calls until one has been terminated.

Before a call is initiated the Call Waiting subscriber may, by dialing a code, activate the cancel feature and Call Waiting is then made inoperative on the first call initiated by the subscriber immediately following activation of the cancel feature. The cancel feature may also be activated after a call is established if the customer subscribes to flat rate Three-Way Calling. Call Waiting is restored automatically on termination of the call. During the time the cancel feature is activated, incoming callers receive a busy tone.

19. **Caller ID - Basic**

This feature enables the customer to view on a display unit the Directory Number (DN) on incoming telephone calls.

When Caller ID - Basic is activated on a customer's line, the Directory Numbers of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

Any customer subscribing to Caller ID - Basic must provide his own display unit. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of customer-provided equipment to perform satisfactorily with the network features described herein, all calls may not be subject to number delivery.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

19. **Caller ID - Basic (Continued)**

If the incoming call is from a caller served by a PBX, only the main number of the PBX is transmitted and available for display.

If the incoming call originates from a multi-line hunt group, the telephone number transmitted will always be the main number of the hunt group. Caller ID - Basic is not available on operator handled calls.

20. **Caller ID - Deluxe**

Caller ID - Deluxe enables the customer to view on a display unit the calling party Directory Name and Directory Number on incoming telephone calls. A maximum of 15 characters is allowed for transmission of the calling party directory name. When Caller ID - Deluxe is activated on a customer's line, the calling party directory name and number will be displayed on the first long silent interval of the ringing cycle. The date and time of the call is also transmitted to the Caller ID - Deluxe customer.

Any customer subscribing to Caller ID - Deluxe will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless from any incompatibility of customer-provided equipment to perform satisfactorily with the network features described herein, all calls may not be subject to name and number delivery.

If the incoming call is from a caller served by a PBX, only the main number of the PBX is transmitted and available for display. If the incoming call originates from a multi-line hunt group, the telephone number and name transmitted will always be the main number of the hunt group, unless, facilities permitting, the lines within the group are TN (Telephone Number) identified. Calling party name and/or telephone number information via Caller ID - Deluxe is not available on operator handled calls. If the incoming call originates from a pay station, the name information transmitted will always be "Pay Phone".

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

21. **Caller ID - Multi-Line**

This feature allows residence and business customer with Rotary (Grouping) arrangements to receive and view on a display unit call related information on certain incoming telephone calls.

The following information is transmitted to the Caller ID - Multi-line customer and displayed on the called CPE during the first long silent interval of the ringing cycle: calling Directory Number, time of day (hours and minutes) the call was received and the date (month and day) the call was received.

A service order is required to establish or discontinue Caller ID - Multi-line. Subsequent to establishment, the feature can be activated and deactivated at the customer's discretion through the use of preassigned feature access codes.

Any customer subscribing to Caller ID - Multi-line must furnish his own display unit. The installation, repair and technical capability of that equipment to function in conjunction with the features described herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of customer-provided equipment to perform satisfactorily with the network feature described herein.

If the incoming call is from a caller served by a Private Branch Exchange (PBX), only the main number will be transmitted and available for display. If the incoming call originates from a Multi-line Hunt Group, the telephone number transmitted and available for display will always be the main number of the hunt group unless the telephone number is Telephone Number (TN) identified.

The Local Exchange Line Access charge, defined in Section 2. of this tariff, will apply to exchange service access facilities associated with this feature. Caller ID - Multi-line is not available on operator handled calls.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

22. **Caller ID Enhanced**

1.1.1.1 **With Call Management**

This feature is only available to business customers with **non-hunting** where facilities permit. This feature allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Enhanced Caller ID with Call Management includes the functionality of the Call Waiting feature and the Caller ID feature and provides several additional call disposition options.

The customer must subscribe to the Call Forwarding Don't Answer feature in order to forward a waiting call to another location. All terms and conditions, including rates, for this feature are as described in this tariff. This feature must be ordered separate from Enhanced Caller ID with Call Management.

Call disposition options provided with Enhanced Caller ID with Call Management include:

- answer the waiting call, placing the first party on hold
- answer the waiting call, dropping the first party
- direct the waiting caller to hold via a recording
- forward the waiting call to another location (e.g., voice mail)
- conference the waiting call with the existing, stable call and, if desired, subsequently drop either leg of the "conferenced" call.

Utilization of the full capabilities of Enhanced Caller ID with Call Management requires the use of an Analog Display Services Interface (ASDI) - compatible telephone at the customer's premises. The installation, repair and the technical capability of the ASDI-compatible CPE to function in conjunction with the features specified herein is the responsibility of the customer. The Company assumes no liability, and will be held harmless, for any incompatibility between this equipment and the network features described herein.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

22. **Caller ID Enhanced (Continued)**

(2) **With Call Waiting Deluxe**

This feature is available to single and multiline residence and business customers with **non-hunting**, where facilities permit. This feature allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Enhanced Caller ID with Call Waiting Deluxe includes the functionality of the Call Waiting feature and the Caller ID feature and provides several additional call disposition options.

The customer must subscribe to the Call Forwarding Don't Answer feature in order to forward a waiting call to another location. All terms and conditions, including rates, for this feature are as described in this tariff. This feature must be ordered separate from Enhanced Caller ID with Call Waiting Deluxe.

Call disposition options provided with Enhanced Caller ID with Call Waiting Deluxe include:

- answer the waiting call, placing the first party on hold
- answer the waiting call, dropping the first party
- direct the waiting caller to hold via a recording
- forward the waiting call to another location (e.g., voice mail)
- conference the waiting call with the existing, stable call and, if desired, subsequently drop either leg of the "conferenced" call.

Utilization of the full capabilities of Enhanced Caller ID with Call Waiting Deluxe requires the use of an Analog Display Services Interface (ASDI) - compatible telephone at the customer's premises. The installation, repair and the technical capability of the ADSI-compatible CPE to function in conjunction with the features specified herein is the responsibility of the customer. The Company assumes no liability, and will be held harmless, for any incompatibility between this equipment and the network features described herein.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

23. Calling Number Delivery Blocking - Per Call

Calling Number Delivery Blocking - Per Call allows a customer to temporarily prevent transmission of that customer's Directory Number and/or Directory Name allowing control of its availability to the called party. The transmission of the Directory Number and/or Directory Name to subscribers of Custom Calling features such as Caller ID, can be temporarily prevented on an as needed basis by dialing a preassigned access code prior to making a call. This action must be repeated each time a call is made to prevent the transmission of the Directory Number and/or Directory Name. Calling number Delivery Blocking does not prevent transmission of the calling party number on services such as E911 that utilize Automatic Number Identification (ANI) for delivery of the calling number.

24. Calling Number Delivery Blocking - Permanent

Calling Number Delivery Blocking - Permanent when established on a customer's line, enables subscribers of special agencies as described in paragraph C.1.m. following, to prevent transmission of their Directory Number and/or Directory Name to subscribers of features such as Caller ID, on all outgoing calls placed from the customer's line. Calling Number Delivery Blocking - Permanent is established and/or removed from the customer's line via a service order. If the preassigned access code for Calling Number Delivery Unblocking is dialed on a line that is provisioned with Calling Number Delivery Blocking - Permanent, the calling number and/or name will be delivered. Calling Number Delivery Blocking - Permanent does not prevent transmission of the calling party number on services such as E911 that utilize Automatic Number Identification (ANI) for delivery of the calling number.

25. Direct Connect

The direct connect feature allows analog residential and business subscribers to place a call to a pre-assigned number without dialing. When the direct connect feature is assigned to a line, dial tone is given to the line when the subscriber picks up. If the subscriber dials within a pre-designated period of time, the call proceeds normally. If the subscriber does not begin dialing during the predesignated period of time, the call is automatically routed to the pre-assigned number.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

26. Distinctive Ringing

Distinctive provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.

The customer creates a screening list up to six telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern (short, long, short). Calls from telephone numbers not included on the screening list will produce a normal ring.

If the customer also subscribes to Call Waiting and a call is received from a telephone number on the Distinctive Ringing screening list while the line is in use, the Call Waiting tone will also be distinctive.

When a telephone number on the Distinctive Ringing screening list also appears on the Preferred Call Forwarding list, the Preferred Call Forwarding will take precedence. Likewise, when the same number is shown on the Call Screening list, the call will be blocked.

A customer's line will not produce a distinctive alert if the calling line is not referenced to and originated by the main telephone number or a telephone number identified number, that represents all the lines in a collection of lines, such as multiline hunt groups.

27. Do Not Disturb

Do Not Disturb service allows the subscriber to prevent incoming calls from ringing at their residence/business by diverting them to a tone or recorded announcement.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

28. Home Page

Home Page allows the subscriber to dial one of three distinctive ringing intercom codes and then hang up. The phone and all its extensions will begin to ring distinctively according to the intercom code dialed until the designated individual (or any extension) answers the call. This service is limited to residential lines only and cannot be assigned to multiline hunt groups or on a group basis.

29. Personal Ringing

Personal Ringing provides the user with the ability to have up to three published telephone numbers on the same line and receive a different ringing code for each number.

30. Preferred Call Forwarding

Preferred Call Forwarding allows the customer to transfer selected calls to another telephone number. A screening list of up to six numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and is found to match a number on the screening list.

If the customer also subscribes to Call Screening and the same telephone number is entered on both screening lists, the Call Screening feature must be deactivated to allow the call to forward.

This feature will not work if the calling line is not referenced to and originated by the main telephone number that represents all the lines in a collection of lines such as multiline hunt groups.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

31. Preferred Call Rejection

This feature provides the customer the ability to reject incoming calls from up to six (6) different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone numbers to be rejected. Calls from directory numbers on the screening list are automatically rejected and the calling party receives an announcement stating that their call is not accepted by the called party.

When a telephone number on the Preferred Call Rejection screening list also appears on the Preferred Call Forwarding and/or Special Call Acceptance screening list, Preferred Call Forwarding will take precedence. Likewise, when the same number is shown on the Preferred Call Rejection screening list, the call will be blocked.

This feature will not work if the incoming call is coming from a telephone number in a multiline hunt group, unless the number is the main number of the hunt group.

32. Remote Program

Remote Program allows a subscriber to enter or change instructions from directory numbers other than his own. Dialed network ports are provided for remote programming.

33. Repeat Dialing

Repeat Dialing, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed.

If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next 30 minutes both the calling and called lines are checked periodically for availability to complete the call. If during the queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services

B. Definitions of Feature Offerings (Continued)

35. Restrictive Use (formally Restrictions)

Restrictive Use is an arrangement that allows the subscriber the capacity of restricting the use of this telephone by excluding toll calls while allowing local calls or restricting all outgoing calls while allowing incoming calls.

36. Special Call Acceptance

This feature provides the customer the ability to accept incoming calls from up to six different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone numbers to be accepted. When a call is placed to the customer's number from a number not on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive calls at this time.

When a telephone number on the Special Call Acceptance screening list also appears on the Preferred Call Forwarding list, the Preferred Call Forwarding will take precedence. Likewise, when the same number is shown on the Call Screening list, the call will be blocked.

This feature will not work if the incoming call is coming from a telephone number in a multiline hunt group, unless the number is the main number of the hunt group.

37. Speed Calling

Speed Calling is an arrangement which provides for the calling of a telecommunications network telephone number by dialing an abbreviated code. Two arrangements are available, either an eight-code capacity or thirty-code capacity, but not both on the same line.

38. Three-Way Calling

Three-Way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. Conference calls made with this service are subject to transmission limitations.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

39. Toll/Code Restriction with PIN

Toll/Code Restriction with PIN allows the subscriber to dial an authorization code and override the Toll Restriction on a per call basis. Subscribers will access the toll network through the use of a feature access code and special PIN (1 - 7 digits). Incoming and local calls are not affected by this feature. When a toll call is attempted on the subscriber's line prior to dialing the access code and PIN, the call completion will be denied. The subscribers line is automatically returned to the "toll restricted" state each time the subscriber goes on-hook. When the Toll/Code Restriction feature is initiated, hookflash will initiate other assigned features, such as Three-Way Calling, etc.

40. Privacy Control

a. General

The Privacy Control feature is used to inform callers that the subscriber does not want to receive telemarketing calls. The subscriber can activate or deactivate the Privacy Control feature. When the feature is active, all incoming calls are routed to a recorded announcement stating, "*You have called a number which does not accept calls from telemarketers. All other callers may press 1 if they wish to complete the call.*" If the calling party enters 1, the call gets normal treatment. If the calling party enters any digit other than 1 or does not enter any digit (timeout), the calling party receives a busy tone.

If the subscriber has Caller ID and Enhanced Privacy Control, the recorded announcement will be omitted as long as the calling number is not marked private, unavailable, unknown, or blocked.

If the subscriber does not have Caller ID, every incoming call will be routed to the recorded announcement.

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S.4 MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

B. Definitions of Feature Offerings (Continued)

40. **Privacy Control (Continued)**

b. Regulations and Limitations of Service

The following regulations and limitations apply:

- 1) Privacy Control is provided subject to the availability of facilities.
- 2) Privacy Control is available to single line business and residence subscribers.
- 3) Privacy Control is not compatible with ISDN, Centrex, or Multiline Hunt Group.

c. Rates and Charges

The following rates and charges are for Privacy Control service only and are in addition to the applicable service charges and monthly rates for exchange access lines and other services with which this service is associated.

	<u>Monthly Rate</u>
1) Residential	
a) Privacy Control	\$3.00
b) Enhanced Privacy Control	\$4.00
2) Business	
a) Privacy Control	\$4.00
b) Enhanced Privacy Control	\$5.00

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

C. Regulations and Limitations of Service

1. The following limitations apply:
 - a. Custom Calling Services are provided subject to the availability of facilities. Additionally, the features described will only operate on calls originating and terminating within Custom Calling Service equipped offices. Also, feature screening lists can only contain telephone numbers of subscribers served out of Custom Calling Service equipped offices.
 - b. Custom Calling Service is available to single party and multi-line residence and business customers who have rotary dial or Touch-tone service. Caller ID on a flat rate basis is available to single exchange line non-grouped residence and business customers. Caller ID - Multi-line is available only for line side terminations equipped with hunting (grouping) arrangements and all lines in the Multi-Line Hunt Group must be provisioned with the Caller ID - Multi-line feature.
 - c. Appropriate service order charges apply except during Company selected periods of special promotions.
 - d. This tariff sets forth rates for Custom Calling Service as described in D. Rates and Charges following.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

C. Regulations and Limitations of Service (Continued)

1. (Continued)

- e. The Company may from time to time offer a special promotion of Custom Calling Service, lasting no longer than two (2) consecutive calendar months, designed to attract new customers or to increase customer awareness of this tariff offering. The offering of this trial period includes, but is not limited to, waiving any installation fees or monthly service fees. The customer is responsible for any applicable service charges as specified in Section 3., Service Connection Charges, of this tariff.
- f. The Company will deliver all numbers, subject to technical limitations, including telephone numbers associated with Non-published Listing Service as described in Section 10. of this tariff.
- g. Neither Caller ID or Caller ID - Multi-line is available on operator handled calls.
- h. Residence or Business lines, with hunting, will apply to exchange service access facilities associated with Caller ID - Multi-Line.
- i. The Company's liability arising out of the provision of any Custom Calling Service feature, including, but not limited to the delivery or non-delivery of calling numbers, is limited as set forth in this tariff.
- j. A Service Ordering Charge and a Central Office Line Connection charge will be applicable for establishment of Custom Calling Feature(s).
- k. Subscribers to Call Waiting Deluxe must have Touch-Tone service. The rate for Touch-Tone service is in addition to the Call Waiting Deluxe rate.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Service (Continued)

C. Regulations and Limitations of Service (Continued)

1. (Continued)

- i. In addition to the rate in this tariff section for the Call Forwarding features, the following charges apply for the call being forwarded:

1) between the originating station line and the call forwarding location; the charge for this portion of a forwarded call shall be the charge specified in this tariff, or any other applicable tariff, for the type of call involved, either local or toll, for the entire duration of the call, but measured only the distance to the call forwarding location, and

2) between the call forwarding location and the terminating station line; for calls forwarded outside the local calling area, the Call Forwarding customer is responsible for the applicable toll charges; and, for calls forwarded inside the local calling area, a measured or message rate service Call Forwarding customer is responsible for the applicable customer-dialed measured or message rate service charges specified in this tariff, as appropriate, for each call answered at the answering location. Such charges apply to all calls answered at the terminating station line, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

- m. Calling Number Delivery Blocking - Permanent is available to the following customers only:

Domestic violence intervention agencies
State and County Departments of Human Resource Shelters
Attorney General Crime Victim Assistance Offices; and

Other such agencies, their employees and volunteers, or individual where it is certified that the personal safety of these employees or individuals will be jeopardized without blocking.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Service (Continued)

C. Regulations and Limitations of Service (Continued)

1. (Continued)

n. Screening List

The following features require the subscribers to establish a screening list of up to six (6) numbers. The list is associated with a specific screening list feature, listed below, which identifies the treatment that will be imposed on the incoming call. Prior to using these features on a usage sensitive basis the subscriber must establish a screening list.

- 1) Distinctive Ringing
- 2) Special Call Acceptance
- 3) Preferred Call Forwarding
- 4) Preferred Call Rejection

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

D. Rates and Charges

1. Residence Service

a. Single or First Service Features	Monthly Rate
1) Anonymous Call Rejection	\$ 3.00
2) Automatic Wake-up	1.50
3) Call Forwarding	2.50
4) Call Forwarding Busy Line	4.00
5) Call Forwarding Busy Line - Fixed	4.00
6) Call Forwarding Busy Line - Incoming Only	4.00
7) Call Forwarding Don't Answer	4.00
8) Call Forwarding Don't Answer - Fixed	4.00
9) Call Forwarding Don't Answer - Incoming Only	4.00
10) Call Forwarding Fixed by Code	4.00
11) Call Forwarding Fixed by Ring Count	4.00
12) Call Forwarding Variable	4.00
13) Call Pickup	4.00
14) Call Return	1.80
15) Call Trace	4.00
(Per successful trace)*	4.50
16) Call Transfer	2.00
17) Call Waiting	4.50
18) Caller ID - Basic	7.50
19) Caller ID - Deluxe	7.50
20) Caller ID - Enhanced	
- (With Call Waiting Deluxe)	10.50
21) Calling Number Delivery Blocking	
- Per Call	0.00
- Permanent	4.00
22) Direct Connect	2.25
23) Distinctive Ringing	4.00
- Per Call	.75
24) Do Not Disturb	2.50
25) Home Page	5.00
26) Personal Ringing	
(a) Ring 2	3.50
(b) Ring 3	4.00
27) Preferred Call Forwarding	4.00
- Per Call	.75
28) Preferred Call Rejection	3.00
- Per Call	.75
29) Remote Program	3.00
30) Repeat Dialing	4.00
- Per Call	.75
31) Restrictive Use	10.00
32) Special Call Acceptance	4.00
- Per Call	.75
33) Speed Calling	
- Eight Code Capacity	2.00
- Thirty Code Capacity	2.90
34) Three-Way Calling	2.95
35) Toll/Code Restriction with PIN	3.00

* A non-recurring charge of \$6.00 will apply to establish Call Trace Service on a per trace arrangement, in addition to the applicable Service Charges.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Services (Continued)

D. Rates and Charges (Continued)

2. Business Service

a. Single or First Service Feature	Monthly Rate
1) Anonymous Call Rejections (ACR)	\$ 3.50
2) Automatic Wake-up	1.50
3) Call Forwarding	4.00
4) Call Forwarding Busy Line	4.50
5) Call Forwarding Busy Line - Fixed	4.50
6) Call Forwarding Busy Line - Incoming Only	4.50
7) Call Forwarding Don't Answer	4.50
8) Call Forwarding Don't Answer - Fixed	4.50
9) Call Forwarding Don't Answer - Incoming Only	4.50
10) Call Forwarding Fixed by Code	4.50
11) Call Forwarding Fixed by Ring Count	4.50
12) Call Forwarding Variable	4.50
13) Call Pickup	4.50
14) Call Return (per line)	1.80
15) Call Trace (per line)	5.00
(per successful trace)*	5.50
16) Call Transfer	2.00
17) Call Waiting	4.50
18) Caller ID - Basic	10.00
19) Caller ID - Deluxe	10.00
20) Caller ID - Enhanced	
- with Call Management	16.95
- with Call Waiting Deluxe	15.00
21) Caller ID - Multiline	10.00
22) Calling Number Delivery Blocking	
- Per Call	0.00
- Permanent	4.50
23) Direct Connect	2.25
24) Distinctive Ringing	4.50
- Per Call	.75
25) Do Not Disturb	2.50
26) Personal Ringing	
(a) Ring 2	4.00
(b) Ring 3	4.50
27) Preferred Call Forwarding (per line)	4.50
- Per Call	.75
28) Preferred Call Rejection	3.50
- Per Call	.75
29) Remote Program	3.00
30) Repeat Dialing (per line)	4.50
- Per Call	.75
31) Restrictive Use	10.00
32) Special Call Acceptance (per line)	4.50
- Per Call	.75
33) Speed Calling	
- Eight Code Capacity	2.00
- Thirty code Capacity	2.90
34) Three-Way calling	2.95
35) Toll/Code Restriction with PIN	4.00

* A non-recurring charge of \$7.50 will apply to establish Call Trace Service on a per trace arrangement, in addition to the applicable Service Connection Charges.

Issue Date: 5/15/07
 Issued By: Lera Roark
 Title: Vice President

Effective Date: 5/16/07
 Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.1 Custom Calling Service (Continued)

D. Rates and Charges (Continued)

3. **Per Subscription[€]**

a. Rotary (Grouping) Arrangements

1) Caller ID - Multi-line (per line) - Per
Number Delivered Usage Charge[⌘]

a)	Residence	Rate
	Quantity of Calls	
(1)	First 50,000	\$ 0.02
(2)	50,001-400,000	0.015
(3)	Over 400,000	0.01
b)	Business	
	Quantity of Calls	
(1)	First 50,000	\$ 0.02
(2)	50,001-400,000	0.015
(3)	Over 400,000	0.01

€ Caller ID - Multi-line should not be included in the determination of appropriate rates when purchased in combination with other Custom Calling Service features.

⌘ Total usage charge will not exceed \$10.00 per line.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.2 Telephone Numbers in Rotary (Trunk Hunting)

A. General

Rotary Service is an arrangement whereby a customer with two individual lines can have an incoming call automatically transferred by central office equipment, to his second line should the first line be in use. This also permits the customer with two lines to have only one listing since any call will be automatically transferred to the second line should the first line be in use.

B. Rates

Monthly
Rate

- | | |
|--|---------|
| 1. Each line terminating in rotary group,
access line rates also apply to each line | \$18.30 |
|--|---------|

S4.3 Selective Toll Restriction Services

A. General

1. Selective Toll Restriction (STR) is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various sets of codes to be restricted, and is available to basic exchange customers with individual line residence or business service.
2. Subscribers dialing restricted codes in the Dialing Plan will be sent to an appropriate recorded announcement.
3. Selective Toll Restriction Services are furnished only from central offices which have been arranged to provide these services. The services are provided subject to the availability of facilities.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.3 Selective Toll Restriction Services (Continued)

A. General (Continued)

4. Customers who apply for Selective Toll Restriction Service will be required to sign an agreement, provided by the Company that acknowledges the customer's understanding of the calling limitations imposed by Selective Toll Restriction Service and the Company's limitation of liability as provided in this section.
5. The Company shall not be liable to any person for damages of any nature of kind arising out of, resulting from, or in connection with the provision of Selective Toll Restriction Services offered herein, including, without limitation the inability of the station user to access the operator for any purpose and any of the other restricted codes specified in the dialing plan options listed hereunder.
6. Where central office facilities are not available to block all customers, blocking may be provided on an individual basis if facilities are available.
7. Selective Toll Restriction Services will provide a choice of code restriction options for selected outgoing calls. Each option will permit local calls and most nonchargeable calls.
8. Selective Toll Restriction Services will be available to basic exchange customer with Individual Line Residence Service or Business Service.
9. Customers may subscribe to whichever option meets their needs, but only one option may be provided on a line or group of lines. Also, options of this service may not be combined with Selective Class of Call Screening. The options of this service with their respective sets of codes are listed under B. Selective Toll Restriction Options and are available at the rates as specified in C. Rates and Charges.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.3 Selective Toll Restriction Services (Continued)

A. General (Continued)

10. When STR is provided from central offices other than the customer's normal serving central office, Foreign Central Office or Foreign Exchange charges as specified in the Company's Price List, whichever is appropriate, will apply to all lines equipped with this service.
11. STR does not provide restriction of non-chargeable calls to company numbers, such as repair service or public emergency service numbers (911).
12. Subscribing to STR does not relieve the subscribers of responsibility for calls charged to their numbers.
13. Customers who subscribe to Selective Toll Restriction Service options which restrict operator access are required to place stickers on each restricted telephone indicating the operator cannot be reached. In addition, it is the responsibility of the customer to notify all users of their service that an operator cannot be reached.

B. Selective Toll Restriction Options:

The codes shown for STR options are not to be considered all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.

1. Option Number One Restricts: 1 + 976

Note: The 1 + 976 restriction is only applicable within the subscriber's area code.

2. Option Number Two Restricts: All 1 + 900 + telephone number.

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.3 Selective Toll Restriction Services (Continued)

B. Selective Toll Restriction Options (Continued):

3. Option Number Three Restricts: Vacant Code Recording 1+, 0-, 0+, 00-, (1+/0+) 411, 976, NPA 900, IDDD 01 +, IDDD 011+
4. Option Number Four Restricts: Vacant Code Recording 0-, 0+, 00-, IDDD 01+, 976
5. Option Number Five Restricts: Vacant Code Recording 1+, 0-, 0+, 00-, IDDD 011+, NPA 900
6. Option Number Six Restricts: Vacant Code Recording 1+976, NPA 900
7. Option Number Seven Restricts: Vacant Code Recording 1+, 1+800, 0-, 0+, 00-, (1+/0+) 411, 976, NPA 900, IDDD 01 +, IDDD 011+
8. Option Number Eight Restricts: Vacant Code Recording 1+, 1+800, 0-, 0+, 00-, IDDD 011+, NPA 900
9. Option Number Nine Restricts: Vacant Code Recording 1+976, 1+800, NPA 900

C. Rates and Charges

The following rates and charges are for Selective Toll Restriction Services only and are in addition to monthly rates and nonrecurring charges for exchange lines and other services of equipment with which they may be associated. Additionally applicable service charges apply to any Residence Line or Business Line for STR Options 3-5, 7 and 8. No service charges apply to Options 6 or 9. Only one option may be provided on a line or group of lines. In exchanges where facilities are available, Company initiated blocking of 900/976 will be made. Subscribers who want the capability of dialing 900/976 calls will be required to request in writing the unblocking of 900/976 NNX's.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.3 Selective Toll Restriction Services (Continued)

C. Rates and Charges (Continued)

		Nonrecurring Charge	Monthly Rate
1.	<u>Option Number One</u>		
	(a) Residence Line, each	\$5.00(1)	\$ -
	(b) Business Line, each	5.00(1)	-
2.	<u>Option Number Two(2)</u>		
	(a) Residence Line, each	\$5.00(1)	\$ -
	(b) Business Line, each	5.00(1)	-
3.	<u>Option Number Three - Restricted Codes</u>		
	(a) Residence Line, each	\$5.00	\$2.00
	(b) Business Line, each	5.00	4.00
4.	<u>Option Number Four - Restricted Codes</u>		
	(a) Residence Line, each	\$5.00	\$2.00
	(b) Business Line, each	5.00	4.00

Note (1): Service charges will not be applicable to Option Number 1 as follows: The nonrecurring charge will not be applicable to customers who subscribe 1) when the service is offered at the time of their application for new exchange service, 2) within 90 days after central office conversions which make Selective Toll Restriction service available for the first time.

Note (2): Where central office equipment is not available to block all customers, on the first occurrence of an adjustment due to unauthorized or mistaken 900 and/or 976 service calls blocking shall be offered to the customer at no charge. However, on the second occurrence of adjustment or customer refusal to pay the 900 and/or 976 service charges, Company initiated blocking may be imposed.

Issue Date: 5/15/07
 Issued By: Lera Roark
 Title: Vice President

Effective Date: 5/16/07
 Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.3 Selective Toll Restriction Services (Continued)

C. Rates and Charges (Continued)

		Nonrecurring Charge	Monthly Rate
5.	<u>Option Number Five - Restricted Codes</u>		
	(a) Residence Line, each	\$5.00	\$2.00
	(b) Business Line, each	5.00	4.00
6.	<u>Option Number Six - Restricted Codes(2)</u>		
	(a) Residence Line, each	\$ -	\$ -
	(b) Business Line, each	-	-
7.	<u>Option Number Seven - Restricted Codes</u>		
	(a) Residence Line, each	\$5.00	\$2.00
	(b) Business Line, each	5.00	4.00
8.	<u>Option Number Eight - Restricted Codes</u>		
	(a) Residence Line, each	\$5.00	\$2.00
	(b) Business Line, each	5.00	4.00
9.	<u>Option Number Nine - Restricted Codes(2)</u>		
	(a) Residence Line, each	\$ -	\$ -
	(b) Business Line, each	-	-

Note (2): Where central office equipment is not available to block all customers, on the first occurrence of an adjustment due to unauthorized or mistaken 900 and/or 976 service calls blocking shall be offered to the customer at no charge. However, on the second occurrence of adjustment or customer refusal to pay the 900 and/or 976 service charges, Company initiated blocking may be imposed.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.4 711 Dialing Code for Telephone Relay Service (TRS)

1. General

- A. 711 Dialing Code (A711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call, pursuant to Order 00-256, issued by the FCC in CC Docket 92-105.
- B. 711 is available in National Telephone Company Territory. To provide access to 711 end users in at&t of Alabama Telephone Company territory or to a CLECs end users within the local calling area, the TRS entity must make appropriate arrangements with at&t of Alabama or CLEC serving that territory. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.
- C. This service is furnished subject to the availability of the 711 dialing code.
- D. 711 can be delivered via regular exchange access lines (by individual business lines).
- E. Limitations and use of service as stated elsewhere in the Company's tariff apply.
- F. Directory listings may be provided for 711 at rates and regulations as specified in Section 10., Directory Listings, in this tariff.
- G. Access to 711 is not available to the following classes of service:
 - Hotel/Motel/Hospital Service (toll call only)
 - 1+ Service
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular - Type 2A

In addition, operator assisted calls to 711 will not be completed.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.4 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

1. General (Continued)

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term "control" (including the terms controlling, controlled by, and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

2. Service Requirements and Conditions

- A. All requests for 711 Dialing Code must be submitted in writing to the Public Service Commission for assignment of the 711 code.
- B. Once the Commission has issued an order assigning the 711 code, within 30 calendar days of the number assignment, the TRS entity must submit a request to the Company. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 number will be recalled and the number will be considered available for reassignment.

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National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.4 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

2. Service Requirements and Conditions (Continued)

- C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgment of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of six (6) months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 711 dialing codes. If a recall is affected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements to a 7 or 10 digit dialing arrangement within the six (6) month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- E. The 711 Dialing Code is provided where facilities permit.
- F. The TRS entity should work separately with cellular companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- G. The TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.4 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

2. Service Requirements and Conditions (Continued)

H. 711 Dialing Code will be provided under the following conditions:

- 1) For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
- 2) The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
- 3) The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
- 4) The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
- 5) The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
- 6) A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.4 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

2. Service Requirements and Conditions (Continued)

- I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply:
 - 1) The TRS entity will provide announcements. The Company will provide only the delivery of the call.
 - 2) The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - 3) The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
 - 4) The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.

- J. The Company may take all legal and practical steps to disassociate itself from the TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.4 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

3. Rates and Charges

A. Application of Rates

- 1) A Service Establishment charge shall apply per basic local calling area.
- 2) 711 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and termination messages at the 711 subscriber's designated premises.
- 3) Applicable service order charges as specified in Section 3., Service Connection Charges, of this tariff will apply, in addition to the following rates.
- 4) A Central Office Activation charge will apply per central office switch translated to the lead number.
- 5) A charge will apply to changes to the point-to number at the subscriber's request, per 711 Dialing Code Service, per central office switch within the basic calling area.

B. Charges applicable to the 711 Dialing Code Service Subscriber

1) Service Establishment Charge	<u>Nonrecurring Charge</u>
- Per Basic Local Calling Area	\$389.90
2) Central Office Activation	
- Per Central Office	\$150.00
3) Change of Point-to Number by Subscriber	
- Per Central Office	\$ 13.50

Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
Original Sheet 38

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.5 N11 Dialing Service

1. General

- A. N11 services are available in specified areas, with National Telephone of Alabama, Inc. dba/Cherokee Telephone Company ("Company") for delivery of general information via voice grade facilities. 211 Dialing Service ("211") is a three digit local dialing arrangement for community information and referral services. 311 Dialing Service ("311") is a three digit local dialing arrangement for access to non-emergency police and other government agencies. 511 Dialing Service ("511") is a three digit local dialing arrangement for traffic and transportation information. 811 Dialing Service ("811") is a three digit local dialing arrangement accessing One Call Services to protect pipeline and utilities from excavation damage. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the N11 subscriber must comply with any orders and rules pertaining to N11.
- B. N11 services are available in National Telephone of Alabama, Inc. dba/Cherokee Telephone Company Territory only. To provide access to a N11 number to end users in at&t of Alabama or other independent company territory or a CLECs end user within the local calling area, the N11 subscriber must make appropriate arrangements with the other independent company, at&t of Alabama, or CLEC serving that territory.
- C. The Local Calling Area of the N11 subscriber will be the Basic Local Calling Area as defined in Section 2. of this tariff, as facilities permit. If local calling areas are merged, and a N11 number exists in both areas, the N11 subscriber who established the N11 Service first in time will be entitled to retain the N11 number in the merged calling area.
- D. This service is furnished subject to the availability of the N11 number.
- E. N11 can be delivered via regular exchange access lines (by individual business lines).
- F. Limitations and use of service as stated in Section 8., General Rules and Regulations, of this tariff apply.
- G. Directory Listings may be provided for N11 at rates and regulations as specified in Section 10., Directory Listings, of this tariff.

GENERAL SUBSCRIBER SERVICES TARIFF

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dba/Cherokee Telephone Company

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Original Sheet 39

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.6 N11 Dialing Service (Continued)

1. General (Continued)

H. Access to N11 is not available to the following classes of service:

- 1) Hotel/Motel/Hospital Service
- 2) 1+
- 3) 0+, 0-(Credit Card, Third-Party Billing, Collect Calls)
- 4) Inmate Services
- 5) 101XXXX
- 6) Cellular-Type 2A

In addition, operator assisted calls to the N11 subscriber will not be completed.

I. The N11 subscriber is restricted from selling or transferring the N11 number to an unaffiliated entity, either directly or indirectly.

J. An "affiliate" of a N11 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the N11 subscriber. The term "control" (including the terms "controlling", "controlled by, and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

If a N11 subscriber becomes an affiliate of or is acquired by another N11 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one N11 number within 6 months of the merger or acquisition.

K. N11 will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Calling Number Identification service in this section preceding.

L. Calls to a disconnected N11 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.5 N11 Dialing Service (Continued)

2. Service Requirements and Conditions

- A. All requests for N11 must be submitted in writing to the Alabama Public Service Commission. The Commission will allocate N11 numbers in the BLCAs based upon requirements and/or standards established by the FCC.
- B. Within 30 days of the number assignment, the N11 subscriber must initiate the request for service. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If during this period, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 number will be recalled and the number will be considered available for reassignment as specified in paragraph A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

- C. The N11 subscriber must, prior to provisioning of the service, sign a written acknowledgment of possible recall of the N11 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256 issued, and any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such N11 codes. If a recall is affected, the Company will work with all N11 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6 month notice period. The N11 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The N11 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same 7 or 10 digit local number or one 10-digit toll free number. Appropriate rates from Section 2., Basic Local Exchange Service and Section 3., Service Connection Charges, of this tariff apply.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
Original Sheet 41

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.5 N11 Dialing Service (Continued)

2. Service Requirements and Conditions (Continued)

- E. The N11 Dialing Service is provided where facilities permit.
- F. The N11 subscriber should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach community information and referral services provided by dialing N11.
- G. The N11 subscriber should work separately with competitive local exchange providers to ascertain that its end user customers will be able to reach community information and referral services provided by dialing N11.
- H. N11 will be provided under the following conditions:
 - 1) For network sizing and protection, the N11 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to N11.
 - 2) The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for N11 Dialing Service.
 - 3) The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connections with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
Original Sheet 42

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.5 N11 Dialing Service (Continued)

2. Service Requirements and Conditions (Continued)

H. N11 will be provided under the following conditions (Continued):

- 4) The N11 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
- 5) Suspension of N11 Dialing Service is not applicable for this service.
- 6) The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.
- 7) A written notice will be sent to any N11 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
Original Sheet 43

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.5 N11 Dialing Service (Continued)

2. Service Requirements and Conditions (Continued)

- I. If a pre-recorded announcement is provided by the N11 subscriber, the following conditions apply:
 - 1) The N11 subscriber will provide announcements. The Company will provide only the delivery of the call.
 - 2) N11 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another N11 subscriber from sponsoring the same or similar announcement or recorded program service.
 - 3) The provision of access to the N11 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
 - 4) The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - 5) The N11 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

- J. The Company may take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is a type that in the Company's discretion generates unacceptable levels of complaints by end users.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
Original Sheet 44

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.5 N11 Dialing Service (Continued)

2. Service Requirements and Conditions (Continued)

K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure or performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

3. Rates and Charges

A. Application of Rates

- 1) A Service Establishment charge shall apply per basic local calling area.
- 2) N11 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and termination messages at the N11 subscriber's designated premises.
- 3) Applicable service order charges as specified in Section 3., Service Connection Charges, of the tariff will apply, in addition to the following rates.
- 4) A Central Office Activation charge will apply per central office switch translated to the lead number.
- 5) A charge will apply to changes to the point-to number at the subscriber's request, per N11 Dialing Service, per central office switch within the basic calling area.

B. Charges applicable to the N11 Dialing Service Subscriber

1) Service Establishment Charge	Nonrecurring <u>Charge</u>
- Per Basic Local Calling Area	\$389.90
2) Central Office Activation	
- Per Central Office	\$150.00
3) Change of Point-to Number by Subscriber	
- Per Central Office	\$ 13.50

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National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 4
Original Sheet 45

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.6 Conference on Demand

(N)

1. General

Conference on Demand service is a special telephone facility by which three or more people using conventional or cellular phones can be linked up to speak to one another. It offers the ability for participants in different locations to hold a conference by phone.

2. Service Features

- A. Conference on Demand can be initiated with toll free or local numbers.
- B. The Company will assign conference dial-in numbers, hosting codes, and participant codes.
- C. The Conference on Demand Host may restrict the number of participants on the call. The maximum amount of participants for each conference call is 100.

3. Rates and Charges

	<u>Per Month</u>	<u>Per Participant Per Minute</u>
A. Conference on Demand	\$9.99	
Local Call-In Participants		\$0.025
Toll Free Call-In Participants		\$0.15

(N)

ALL MATERIAL ON THIS SHEET IS NEW.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Section 4
Original Sheet 46

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.7 SafetyNet Service

(N)

1. General

SafetyNet Service is a bundle for residential customers who wish to only subscribe to a basic access line in order to place emergency calls and receive High Speed Internet and/or Residential Security Service.

The bundle includes a basic access line with unlimited incoming calls, 180 minutes of local outgoing calls, and 3.0 Mbps / 512 Kbps high speed data or higher and/or Residential Security Service.

2. Terms and Conditions

- a. SafetyNet Service will be provisioned where facilities are available.
- b. SafetyNet Service is only available as a bundle with 3.0 Mbps / 512 Kbps high speed data or higher and/or Residential Security Service. No other optional services or optional calling plans are offered with this bundle, except Toll Restriction, Toll Restriction PIN Override, Non-Published Numbers, and Non-Listed Numbers. These four services will be allowed at the rates listed elsewhere in the tariff.
- c. Rules, regulations, and limitations as specified elsewhere in the Company's tariffs will apply to this bundle.
- d. Customers must subscribe to SafetyNet Service for at least one year. Cancellation of the bundle prior to the one year timeframe will cause an early termination fee of \$185.00 to apply.
- e. Customers must subscribe to the Company's Long Distance Service as their long distance provider.
- f. Per month, customers are allowed an unlimited amount of incoming calls and 180 minutes of local outgoing calls, which include calls to Emergency 911 services and the Local Business Office. A charge of \$0.05 per minute will apply to any usage over the allotted 180 minutes of local outgoing minutes per month. Standard toll charges will apply to all long distance calls.

(N)

ALL MATERIAL ON THIS SHEET IS NEW.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Section 4
Original Sheet 47

S4. MISCELLANEOUS SERVICE ARRANGEMENTS

S4.7 SafetyNet Service (Cont'd)

(N)

3. Rates and Charges

	<u>Per Month</u>
SafetyNet Service with 3.0 Mbps / 512 Kbps high speed data	\$54.95*
SafetyNet Service with Residential Security Service	\$34.95
SafetyNet Service with 3.0 Mbps / 512 Kbps high speed data and Residential Security Service	\$74.95*

*An additional charge of \$5.00 per month will be applied to upgrade high speed data service to 6.0 Mbps / 512 Kbps where available.

(N)

ALL MATERIAL ON THIS SHEET IS NEW.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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Section 5
Original Contents Sheet 1

S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

Section 5
1st Revised Sheet 1
Cancels Original Sheet 1

S5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

S5.1 Line Extension Charges

A. General

1. An incumbent local exchange carrier shall provide, upon reasonable request, basic telephone service to the premises of a permanent residence within its franchised service territory, if the cost, including, but not limited to costs of facilities, rights-of-way, and equipment, of providing basic telephone service to the requesting party does not exceed eight thousand dollars (\$8,000). Line Extension Charges apply to business customers. (C)
(N)
(N)
2. If cost exceeds eight thousand dollars (\$8,000) the Company will require Aid to Construction under contractual terms between the Company and the subscriber requesting service.

B. Private Right-of-Way

Subject to the Company's obligations to provide service under the conditions set forth in A. General above, the Company shall not be liable for failure to furnish service, unless the purchase price and costs expended by the Company in acquiring such special or private rights-of-way by purchase or condemnation be paid or guaranteed to the Company by the subscriber. The rights-of-way here referred to are only those rights-of-way leading from the main line to the premises of the subscriber.

C. Exceptions to Construction Charges

1. No construction charge is made for the provision of new pole lines or wire on public highways within the Basic Local Exchange Area.

GENERAL SUBSCRIBER SERVICES TARIFF

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dba/Cherokee Telephone Company

Section 6
Original Contents Sheet 1

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER**

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**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.1 Premises Wiring Associated With Registered Communications Systems**

- A. Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.
- 1) Fully-Protected Premises Wiring is premises wiring which is:
 - a. No greater than 25 feet in length (measured linearly from the point where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
 - b. A cord which complies with paragraph a. above and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
 - c. Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commissions Rules and Regulations.
 - d. Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface device.
 - 2) Protected Premises Wiring Requiring Acceptance Testing for Imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the telephone network interface.
 - 3) Unprotected Premises Wiring is all other premises wiring.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.1 Premises Wiring Associated With Registered Communications Systems
(Continued)**

- B. Customers who intend to connect premises wiring other than Fully-Protected Premises Wiring to the telephone network shall give advance notice to the Company in accordance with the procedures specified in Part 68 of the FCC Rules and Regulations or as otherwise authorized by the FCC.

The Company may invoke extra-ordinary procedures specified in Part 68 of the FCC Rules and Regulations where one or more of the following conditions are present:

- 1) Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the FCC Rules and Regulations is likely.
- 2) A failure has occurred during acceptance testing for imbalance.
- 3) Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the FCC Rules and Regulations.
- 4) The Company may monitor or participate in acceptance testing for imbalance, or may inspect other than Fully-Protected Premises Wiring installations as set forth in Part 68 of the FCC Rules and Regulations.

C. Visit Charge

- 1) Rates
 - a. When a regular visit is required during normal working hours as a result of trouble caused by customer-provided equipment or facilities, the charge billed will be the charge set forth in Section 3.4, Maintenance of Service Charge. A one-hour minimum charge will apply with time over the minimum being computed to the nearest fifteen minute increment.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.1 Premises Wiring Associated With Registered Communications Systems
(Continued)****C. Visit Charge (Continued)****1) Rates (Continued)**

b. When a premise visit is required during other than regular working hours, such as nights, Sundays or holidays, as a result of trouble caused by customer-provided equipment or facilities, the charge billed will be the charge set forth under "Maintenance of Service Charge".

(1) Charges will begin and terminate from the time of departure from the nearest available maintenance personnel's permanent headquarters and his return thereto.

(2) A two hour minimum will apply with time over the minimum being computed to the nearest fifteen minute increment thereof.

2) Conditions

a. The following procedures will apply when the Company becomes aware of a trouble condition:

(1) The Company will first endeavor to clear the trouble without a visit to the customer's premises.

(2) If the location of the trouble cannot be determined as shown in paragraph 1) a. preceding, the Company will attempt to contact the customer by telephone. If the customer is so contacted, the Company will request the customer to disconnect the customer-provided equipment or facilities in order to determine the location of the trouble condition. If disconnection of the customer-provided equipment does not clear the trouble and a visit to the customer's premises is necessary and the trouble found is not the results of the customer-provided equipment or facilities, no visit charge will apply.

(3) If the customer does not or cannot disconnect the customer-provided equipment or facilities from the line, the Company will initiate a premises visit to establish the location of the trouble. If the source of the trouble is determined to be located in customer-provided equipment or facilities, or the results of the customer-provided equipment or facilities, the appropriate visit charge will apply.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.1 Premises Wiring Associated With Registered Communications Systems
(Continued)****C. Visit Charge (Continued)****2) Conditions (Continued)**

- a. The following procedures will apply when the Company becomes aware of a trouble condition: (Continued)
 - (4) If a customer cannot be contacted, the Company may at its option temporarily disconnect the customer's service until the customer can be contacted and the trouble source determined. At such time the procedures as set forth under paragraphs (2) and (3) above may apply.
 - (5) Upon contact, the customer may request the Company to defer its visit until the customer has his customer-provided equipment or facilities tested, in which case, circumstances permitting, the Company will delay its visit for a reasonable time.
 - (6) If the customer asks the Company to defer its visit in accordance to paragraph (5) above, and does not disconnect his equipment, repair or cause to be repaired his equipment or consent to a visit by the Company within a reasonable time, the Company has the right to take such action necessary for the protection of its facilities and shall immediately inform the customer of such action.
- b. Visit charges described herein are in addition to all other charges billed to the customer by the Company as provided for in the tariff of the Company.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.1 Premises Wiring Associated With Registered Communications Systems
(Continued)****D. Connection With Certain Customer-Provided Facilities****1) General**

Facilities owned by the customer may be connected with the facilities of the Company to the extent and in accordance with the provisions following, when such connection is required by military necessity or public safety, or when the customer-owned facilities are in locations so hazardous, remote or inaccessible that the Company considers it undesirable to install and maintain its own facilities in such locations, or when otherwise provided for herein. All such connections of customer-owned facilities shall be made under and in accordance with the provisions of contracts made by and between the Company and the customer and must comply with Part 68 of the FCC Rules and Regulations.

a. The United States Government**(1) The Department of Defense**

Telephone facilities owned and maintained by the Department of Defense, serving establishments such as are used as military posts, navy yards, naval operating bases, flying fields, training centers, ammunition plants, arsenals, supply bases, military centers, military hospitals, naval hospitals, etc., operated and administered by the Department of Defense and commanded by military or naval authorities, may be connected with the exchange and toll facilities of the Company.

(2) United States Coast Guard

Telephone facilities owned and maintained by the United States Coast Guard, serving coastal areas, operated and administered by the Coast Guard and commanded by the Coast Guard authorities may be connected with exchange and toll facilities of the Company.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.1 Premises Wiring Associated With Registered Communications Systems
(Continued)****D. Connection With Certain Customer-Provided Facilities (Continued)****1) General (Continued)****a. The United States Government (Continued)****(3) United States Forest Service**

Telephone facilities owned and maintained by the United States Forest Service in areas in or adjacent to national forests, and operated and administered by the forest service, may be connected with exchange and toll facilities of the Company.

2) Powder manufacturing plants, state and federal prisons and other locations of an inaccessible or hazardous nature or where National security is involved.

Telephone circuits owned and maintained by a customer, located on his property in inaccessible or hazardous locations such as powder manufacturing plants, state and federal prisons, etc., or where National security is involved, will be connected to a local or toll central office line to form a through connection only through manual switching equipment or an attendant's position or dial PABX equipment. Such equipment or position may be located at either or both ends of the customer's circuit.

3) Connections of Certain Facilities of Power, Pipe Line and Railroad Companies.

Except as otherwise provided following, telephone facilities of an electric power company, an oil, oil products or natural gas pipe line company, or a railroad company provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns or villages along the right-of-way) owned or controlled by such Company may, in lieu of the provisions provided elsewhere in this section of the tariff, be connected with the telecommunications network, for the following purposes:

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.1 Premises Wiring Associated With Registered Communications Systems
(Continued)****D. Connection With Certain Customer-Provided Facilities (Continued)**

- 3) Connections of Certain Facilities of Power, Pipe Line and Railroad Companies. (Continued)
- a. in cases of emergency involving safety of life or property;
 - b. 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;
 - c. in cases where the customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the Company to furnish its facilities; and
 - d. during an interim period in cases where the customer has arranged for replacement of said customer facilities with facilities of the Company.

Telephone circuits of such companies will be connected to local or toll central office lines to form a through connection only through manual switching equipment or an attendant's position or dial PABX equipment. Such equipment or position may be located at either or both ends of the customer's circuit.

Connection of a telephone circuit of such companies as specified in paragraphs 3) b., c., or d. preceding may be established at either end of such circuit, but shall not be established at both ends simultaneously.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.2 Direct Connections and Connections Through Connecting Arrangements
Provided by the Company**

- A. Grandfathered terminal equipment and communications systems may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules and Regulations, subject to the following:
- 1) The customer shall notify the Company when such grandfathered terminal equipment is to be connected and shall notify the Company when such grandfathered terminal equipment is to be permanently disconnected; such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
 - 2) all such connections are made through a company-provided network interface device; and
 - 3) all such connections shall comply with the minimum protection criteria following;
 - 4) premises wiring shall conform to Part 68 of the FCC Rules and Regulations;
 - 5) no changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer;
 - 6) additions to grandfathered communications systems may be made without registration of any additional equipment involved if:
 - (a) equipment so added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with Telephone Company tariffs; and
 - (b) such additions comply with the provisions of paragraphs a. through e. preceding.
 - 7) additions of registered equipment to grandfathered communications systems are subject to the provisions of this section preceding.

Customer-provided terminal equipment and customer-provided communications systems connected to the telecommunications network via customer-provided grandfathered protective circuitry are subject to the provisions preceding.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.2 Direct Connections and Connections Through Connecting Arrangements
Provided by the Company (Continued)****B. Basis of Connection**

- 1) Grandfathered connections of terminal equipment and grandfathered connection of communications systems made in accordance with "b." below may remain connected and be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC Rules and Regulations. Connecting arrangements used for such moves and reconnections will continue to be provided by the Company subject to their availability, at the rates and charges specified in this section.
- 2) Equipment-to-equipment connections made prior to July 1, 1980, may remain connected and be moved and reconnected for the life of such devices or system components (and may be modified only in accordance with Part 68 of the FCC Rules and Regulations), or for the life of the company-provided terminal equipment or communication system. Connecting arrangements used for reconnection of such customer-provided devices or system components will continue to be provided by the Company, subject to their availability, at the rates and charges based on cost.
- 3) Customer-provided communications systems which are not subject to Part 68 of the FCC Rules and Regulations may be connected in accordance with this section. Company-provided connecting arrangements are furnished for the connection of such systems at rates and charges based on cost.
- 4) Separate, identifiable and discrete protective circuitry (i.e., connecting arrangements) used for grandfathered connections of communications systems to the telecommunications network may be removed or replaced with apparatus of lesser protective function, provided that any equipment, and any premises wiring whose classification is changed thereby, conforms to Part 68 of the FCC Rules and Regulations.

C. Network Control Signaling

Network control signaling shall be performed by equipment furnished, installed and maintained by the Company, except that:

- 1) Customer-provided tone-type address signaling is permissible through a company-provided connecting arrangement. When the customer has the capability to originate calls by means of such instruments and special central office facilities exist, the rates and charges for Tel-touch Telephone Service specified in the Company's Price List apply.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.2 Direct Connections and Connections Through Connecting Arrangements
Provided by the Company (Continued)****D. Grandfathered Connections of Terminal Equipment****1) Data Terminal Equipment**

Subject to the provisions of paragraph A.1) preceding, customer-provided data terminal equipment (including telephotograph equipment) may be connected at the customer's premises to the telecommunications network through a network control signaling unit and a data access arrangement provided by the Company in accordance with the following:

The Customer shall furnish the equipment which performs the functions of:

- a. conditioning the data signals generated by the customer-provided terminal equipment to signals suitable for transmission by means of Company services, and
- b. conditioning signals transmitted by means of Company services to data signals suitable for reception by customer-provided equipment.

2) The customer-provided data terminal equipment must comply with the minimum protection criteria specified in this section.**3) Where data access arrangements is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.**

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.2 Direct Connections and Connections Through Connecting Arrangements
Provided by the Company (Continued)****D. Grandfathered Connections of Terminal Equipment (Continued)****4) Voice Terminal Equipment**

Subject to the provisions of paragraph A.1) preceding, customer-provided voice terminal equipment may be connected at the customer's premises to the telecommunications network in accordance with the following:

- (a) The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company. In accordance with this tariff, a connecting arrangement is not required for the connection of Attested Equipment or Conforming Answering Devices.
- (b) Where a data access arrangement is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.
- (c) The customer-provided voice terminal equipment must comply with the minimum protection criteria specified in this section following:

5) Grandfathered Connections of Communications Systems

Subject to the provisions of paragraph A.1) preceding, customer-provided communications systems may be connected at the customer's premises to telecommunications systems in accordance with the following:

- a. The connection shall be through a network control signaling unit and connecting arrangements furnished by the Company.
- b. The provisions relating to minimum protection criteria set forth in this section following shall apply to the connection of customer-provided communications systems.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.2 Direct Connections and Connections Through Connecting Arrangements
Provided by the Company (Continued)****E. Minimum Protection Criteria for Electrical Connections**

To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12 dB below one milliwatt when averaged over any three second interval. To insure that this limit is not exceeded the power of the signal which may be applied by the customer-provided equipment to the Company interface located on the customer's premises will be specified for each customer location but in no case shall it exceed one milliwatt.

To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the Company interface located on the customer's premises meet the following limits:

- 1) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 dB below the power of the signal as specified above.
- 2) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
- 3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.
- 4) The power in the band form 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
- 5) The power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

To prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the Company interface located on the customer's premises at no time have energy solely in the 2,450 to 2,750 Hertz band. If the signal power is in the 2,450 to 2,750 Hertz band, it must not exceed the power present at the same time in the 800 to 2,450 Hertz band.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.2 Direct Connections and Connections Through Connecting Arrangements
Provided by the Company (Continued)****F. Attested Equipment Connected Prior to July 1, 1980**

Until July 1, 1980, customer-provided headsets and non-powered conferencing equipment which met the standards and procedures set forth by the Company for Attested Equipment may be connected at the customer's premises to the telecommunications network in accordance with paragraphs a. through e. following. Such equipment may remain connected and be moved and reconnected in accordance therewith for the life of the equipment unless subsequently modified.

- 1) The connection shall be made through an interface termination (e.g., headset jack) provided by the Company.
- 2) The Identification Number issued by the Company to the manufacturer or supplier must appear on each unit of Attested Equipment utilized.
- 3) Customers must notify the Company of their intention to connect Attested Equipment. Such notification must include the Identification Number of the equipment and the location at which that equipment is to be used.
- 4) Attested Equipment may not:
 - a. be connected to a source of electrical power which is external to the telecommunications network;
 - b. be grounded;
 - c. perform any network control signaling functions prior to and including the establishment of the intended transmission path;
 - d. have amplification in the transmission path (other than single ended terminal devices with the maximum protection criteria set forth in the preceding); and
 - e. use wiring external to such equipment that is permanently affixed at the site of the installation other than portable connections compatible with the interface terminations provided by the Company.
- 5) Attested Equipment must comply with the minimum protection criteria set forth in paragraph E. Minimum Protection Criteria For Electrical Connections preceding.

In the event Attested Equipment bearing an Identification Number does not meet the requirements set forth by the Company, the customer using such Attested Equipment shall either disconnect the equipment from the Company service or arrange for connection of the equipment in accordance with the preceding.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.2 Direct Connections and Connections Through Connecting Arrangements
Provided by the Company (Continued)****G. Conforming Answering Devices Connected Prior to July 1, 1979**

Customer-provided Conforming Answering Devices which meet the standards and procedures set forth by the Company for Conforming Answering Devices and which were connected at the customer's premises to the telecommunications network prior to July 1, 1979, in accordance with paragraphs 1) through 5) following, may remain connected and be moved and reconnected in accordance therewith for the life of the equipment, unless subsequently modified.

- 1) Customers shall notify the Company of their intention to connect Conforming Answering Devices. Such notification shall include the location at which the Conforming Answering Device is to be used as well as its Conformance Number.
- 2) The Conforming Answering Device shall only be connected by standard network interface arrangement provided by the Company.
- 3) The Conforming Device shall be operated and maintained in accordance with those instructions furnished with such Conforming Answering Device as required by the Company.
- 4) Conforming Answering Devices may not;
 - a. be used to transmit or receive data signals;
 - b. be used to originate calls.
- 5) The Conforming Answering Device shall comply with the minimum protection criteria set forth in paragraph E. Minimum Protection Criteria for Electrical Connections preceding.

In the event that an answering device bearing a Conformance Number does not meet the requirements of the Company for Conforming Answering Devices, the customer using such answering device shall either disconnect the device from the Company service or arrange for connection for the device in accordance with the Company's Price List.

H. Accessories

Customer-provided accessories may be used with telecommunications services provided that such accessories comply with the provisions preceding.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S6.3 Acoustic or Inductive Connections

A. General

Customer-provided voice or data terminal equipment (including telephotograph equipment) and customer-provided communications systems may be acoustically or inductively connected at the customer's premises to the telecommunications network provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.

Customer-provided tone-type address signaling is permitted through such connections, however, the services of the Company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is performed in such matter.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.4 Connections of Customer-Provided Communications Systems Not Subject to Part 68 of the FCC's Rules and Regulations**

A. Customer-provided communications systems not subject to Part 68 of the FCC Rules and Regulations may be connected with telecommunications services in accordance with paragraphs 1), 2) and 3) following. These communications systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's premises provided that:

- 1) Such telecommunications service or customer-provided communications system is utilized for the origination or termination of communications at the customer's premises where the connection is made.
- 2) The connection shall be through a network control signaling unit and connecting arrangement furnished by the Company.
- 3) The connection shall be made through switching equipment provided either by the customer or by the Company.
- 4) The provisions relating to minimum protection criteria set forth in Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations both prior to and after the application of each of the mechanical and electrical stresses specified in that section. As related to minimum protection criteria and when applied to the connection of customer-provided communications systems, the term "customer's premises" shall include any premise on which the customer-provided communications system is terminated.

Where a telecommunications service is used in the provision of a composite data service for others and connection of such service is made to a communications system provided by a customer and the connection is made through customer-provided data switching equipment, the provisions of paragraphs 1) and 3) above, do not apply.

- 5) Directly to the company-provided connecting arrangement if the customer-provided communications system is arranged to promptly return the exchange telephone service line to an idle (on hook) state if the system fails. The customer shall then notify the Company of the failed condition.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S6.5 Connections of Customer-Provided Terminal Equipment to Services
Specifically Exempted from the FCC's Registration Program

- A. Customer-provided terminal equipment may be connected at the customer's premises to party line and semi-public coin services of the Company in accordance with the following:
- 1) The connection of customer-provided terminal equipment to services specifically excluded from the Federal Communications Commission's Registration programs shall be through a protective connecting arrangement which must be furnished by the Company.
 - 2) The connection of customer-provided communications equipment must comply with all the criteria contained in Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations both prior to and after the application of each of the mechanical and electrical stresses specified in that section.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.6 Customer Premises Inside Wire****A. General Regulations**

- 1) Customer premises inside wire and standard jacks associated with residence and business individual line basic exchange services, as defined elsewhere in this tariff, may be provided by either the Company or the customer.
- 2) Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Network Interface Device and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Local Exchange Service Line.
- 3) Customer premises inside wire provided by the customer must be installed in accordance with technical standards and installation guidelines furnished to the Commission by the Company and must comply with the National Electric Safety Code and applicable local codes, and Part 68 of the FCC Rules and Regulations.
- 4) Customer premises inside wire provided by the customer may be connected to residence and business individual line basic exchange service furnished by the Company at the network interface device as defined in Section 9., Definitions, of this tariff.
- 5) The network interface for the connection of customer premises inside wire consists of a standard modular jack or appropriate device and is provided as part of the network access line. This will be installed inside or outside the customer's premises at a location determined by the Company which is accessible to the customer. The normal location will be in close proximity to the protector or entrance facility.
- 6) The Company is not obligated to connect telephone instruments and standard modular jacks to customer-provided inside wire.
- 7) Maintenance of customer owned premises inside wire may be performed by either the Company or the customer.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.6 Customer Premises Inside Wire (Continued)****B. Responsibility of the Customer**

- 1) Where the customer provides the inside wire and standard jacks, the installation must be in accordance with applicable electrical codes, Part 68 of the F.C.C. Rules and Regulations and technical standards furnished to the Commission by the Company.
- 2) In the event the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.
- 3) In those instances where the Company makes a repair visit to the customer's premises and the service difficulty or trouble results from customer-provided inside wire, the customer is responsible for the payment of the Maintenance of Service Charge specified in Section 3., Service Connection Charges, of this tariff, unless a Maintenance Agreement with the Telephone Company is in effect for such wire.

C. Responsibility of the Company

The Company will make the technical standards and installation guidelines for customer provision of inside wire available to customers at Business office or other designated locations.

D. Violation of Regulations

- 1) Where customer-provided inside wire is causing harm to the network and/or is in violation of Part 68, F.C.C. Rules and Regulations the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- 2) The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within 10 days after receipt of such notice.
- 3) Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the Customer's service until such time as the customer complies with the provisions of this tariff.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S6.6 Customer Premises Inside Wire (Continued)

E. Rates and Charges

See Company's Price List at www.cherokeetel.net.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.7 Connections of Other Common Carrier-Provided Communications Systems****A. General Provision**

Communications systems provided by the Other Common Carrier hereafter referred to as the OCC, may be connected with the facilities furnished by the Company for exchange service as specified in paragraphs B. through H. following.

B. Responsibility of the Customer

Where exchange service is available under this tariff for use in connection with OCC-provided communications systems, the operating characteristics of such systems shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the OCC-provided systems do not endanger the safety of Company employees or the public; damage, require change in, or alteration of, the equipment or other facilities unless the change or alteration is specifically permitted under the provisions of S6.9 Equipment-to-Equipment Connections of this tariff; impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the OCC-provided system is causing or is likely to cause such hazard or interference, the customer shall arrange with the OCC to make such change as shall be necessary to remove or prevent such hazard or interference.

The customer shall be responsible for payment of a Maintenance of Service Charge, as set forth in Section 3., Service Connection Charges, for each repair visit by the Company to the premises of the customer where the service difficulty results from the use of equipment, facilities, or services provided by an Other Common Carrier.

C. Network Control Signaling

Satisfactory performance of the telecommunications network requires continuing functional capability of the network control signals and the switching equipment involved. To assure such continuing capability, network control signaling (except customer-provided tone-type address signaling through a company-provided or OCC-provided connecting arrangement) in the furnishing of telecommunications service shall be performed by equipment furnished, installed and maintained by the Company or the OCC.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.7 Connections of Other Common Carrier-Provided Communications Systems
(Continued)****D. Conditions for Connection of Other Common Carrier-Provided
Communications Systems at the Premises of the Customer**

Other Common Carrier-provided communications systems (including channels derived from such systems) analog, not exceeding voice or digital, may be connected with exchange service at the premises of the customer, provided that the connection is only made through a Service Terminating Arrangement in one of the following ways:

- 1) The connection is either through equipment which effects such connection externally to a company-provided network control signaling unit by means of an acoustic or inductive connection for transmitting and/or receiving or through direct electrical connection in accordance with paragraphs 2) or 3) below.
- 2) Where the connection with the OCC-provided communications systems involves direct electrical connection to the facilities furnished by the Company for exchange service such connection shall be made:
 - a. Through switching equipment,
 - b. Through a channel derivation device, or
 - c. Directly to the Service Terminating Arrangement.
- 3) Where the connection is made by means of switching equipment provided by the customer, or by means of a channel derivation device provided by the customer, such switching equipment or derivation device, and the facilities provided by the OCC shall be treated as a customer-provided communications system and the regulations applicable to the connection of customer-provided communications systems shall apply, as set forth in Connections of Registered Equipment and Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems in the Company's tariff and/or Price List.
- 4) Connection may be made 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.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.7 Connections of Other Common Carrier-Provided Communications Systems
(Continued)****D. Conditions for Connection of Other Common Carrier-Provided
Communications Systems at the Premises of the Customer (Continued)**

- 5) The rates and charges for connection with OCC-provided communications systems shall be the same as those that would apply if company services were so connected. The rates and charges to the customer are in addition to the rates and charges made by the OCC for the services and channels which it provides.
- 6) The customer has a requirement to communicate over the service to or from the premises of that customer located in the same state and state subdivision as that for which the service initial period rate applies. Other Common Carrier-provided communications systems which are connected directly to the Service Terminating Arrangement must terminate only in that services same state and state subdivision in terminal equipment or a multi-line terminating system.

**E. Conditions for Connection of Other Common Carrier-Provided
Communications Systems at the Premises of the Company**

- 1) Communications Systems (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC to a customer may be directly connected at the premises of the Company with exchange service or Long Distance Message Telecommunications Service furnished by the Company to the same customer, provided such connections are made through:
 - a. Individual exchange lines to permit communications via the OCC-provided communications system, to or from the customer's premises located in an exchange foreign to the exchange in which the connection is made.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.7 Connections of Other Common Carrier-Provided Communications Systems
(Continued)****F. OCC Service**

All arrangements for service provided by an OCC shall be made by the customer with that carrier. The furnishing of exchange service by the Company is not a part of a joint undertaking with the OCC.

G. Responsibility of the Company

The Company shall not be responsible for the installation, operation or maintenance of any OCC-provided communications equipment or system. Exchange services are not represented as adapted to the use of OCC-provided equipment or systems and where such equipment or systems are connected to company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service; subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the OCC-provided equipment or for the quality of, or defects in, such transmission, or (2) the reception of signals by the OCC-provided equipment or system or (3) network control signaling where such signaling is performed by OCC-provided network signaling equipment.

The Company shall not be responsible to the customer or OCC if changes in minimum network protection criteria or in any of the facilities, operations or procedures of the Company render any facilities provided by an OCC thereof, obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.7 Connections of Other Common Carrier-Provided Communications Systems
(Continued)****H. Violations of Regulations**

When any OCC-provided system is connected to the exchange service, in violation of any of the provisions in S6.7 Connections of Other Common Carrier-Provided Communications Systems, the Company will take such immediate action as necessary for the protection of the network, and will promptly notify the customer of the violation. The customer shall discontinue such connection of the equipment or systems or correct the violation and shall confirm in writing to the Company within ten days, following the receipt of written notice from the Company, that such connection has ceased or that the violation has been corrected. Failure of the customer to discontinue such connection or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.8 Interpositioning of Customer-Provided Terminal Equipment and
Communications Systems**

Interpositioned customer premises equipment arrangements (i.e., arrangements of terminal equipment and communications systems) are those arrangements which require that company-provided equipment gain access to the telecommunications network through customer-provided equipment.

Customer-provided equipment may be interpositioned at the customer's premises either between the company-provided equipment and the telecommunications network or between items of company-provided equipment. Company-provided equipment will be furnished in an interpositioned configuration for use with telecommunications services in accordance with the following:

- 1) Customer-provided equipment to be connected in an interpositioned configuration must meet the requirements of Part 68 of the FCC Rules and Regulations.
- 2) The connections between equipments of the interpositioned configuration must conform to recognized standard interfaces such as those specified by the Electronics Industries Association (EIA) or authorized by Part 68 of the FCC Rules and Regulations.
- 3) The interpositioning must occur at the same premises where the associated telecommunications service is terminated.
- 4) Any premises wiring which is provided by the customer must be provided in accordance with provisions of Part 68 of the FCC Rules and Regulations.
- 5) The Company reserves the right to determine whether or not any individual interpositioned configuration is technically feasible and compatible with company-provided services and equipment; however, if such a configuration is provided:
 - a. The Company makes no representation as to the quality of transmission over an interpositioned configuration. Maintenance responsibility for company-provided equipment so connected is limited to assuring that the company-provided equipment is functioning properly.
 - b. When interpositioned connections are made, it shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment with company-provided services and equipment.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.9 Equipment-to-Equipment Connections**

Equipment-to-equipment connections, as defined in definitions preceding, will only be permitted with company-provided host terminal equipment and communications system when:

- 1) The supplier of the added equipment insures compliance of the combined host and added equipment, including wiring, with Part 68 of the FCC Rules and Regulations and provisions of this tariff.
- 2) Connection of the added equipment to the host is made through a company-provided interface which:
 - a. Provides all points of connection between the added equipment and wiring internal to host equipment housings.
 - b. Permits reasonable trouble isolation, as determined by the Company.
 - c. Is otherwise acceptable to the Company for the specific connection to be accomplished.
- 3) Such permission does not necessitate disclosure, by the Company, of information which is proprietary in nature.
- 4) The customer subscribing to the host notifies the Company of the added equipment and the host terminal equipment communications system to which such added equipment is to be connected, in advance of such connection, and agrees to notify the Company when such added equipment is permanently disconnected.

The Company reserves the right to not allow, or to require disconnection of, an equipment-to-equipment connection to any company-provided host terminal equipment or communications system for reasons including, but not limited to:

- a. Incompatibility of specific equipment-to-equipment connection with the design and/or functioning of a specific host or impairment in the performance of a specific host following such connection:
- b. Inability to accommodate an equipment-to-equipment connection without manufacturing or other modifications to the host which, in the option of the Company, are unwarranted.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S6.9 Equipment-to-Equipment Connections (Continued)

- 5) Rates and charges for equipment-to-equipment connections to company-provided host terminal equipment and communications systems will be based on the costs attributable to the specific connection and/or disconnection involved.

The customer subscribing to the host will be responsible for the payment of the Maintenance of Service Charge as specified in Section 3., Service Connection Charges, of this tariff for visits by a company employee to the customer's premises in response to a service difficulty or trouble report resulting from the addition of customer-provided equipment to company-provided host terminal equipment or communications systems.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.10 Definitions****Grandfathered Communication Systems**

The term "Grandfathered Communication Systems" as used in this section, denotes customer-provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the customer's premises, in accordance with any Telephone Company's tariffs, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such systems were connected to the telecommunications network prior to January 1, 1980 and are of a type of system which was directly connected (i.e., without telephone company-provided connecting arrangements) to the telecommunications network as of June 1, 1978.

Grandfathered Connections of Communications System

The term "Grandfathered Connections of Communication Systems" as used in this section, denotes connections via telephone company-provided connecting arrangements of customer-provided communications systems (including their equipment and premises wiring) at the customer's premises, in accordance with any Telephone Company's tariffs, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to the telecommunications network are made via telephone company-provided connecting arrangements prior to January 1, 1980 and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network as of June 1, 1978.

Grandfathered Terminal Equipment

The term "Grandfathered Terminal Equipment" as used in this section, denotes customer-provided terminal equipment (including protective circuitry if any) connected at the customer's premises, in accordance with the Telephone Company's tariffs, and that is considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such terminal equipment was connected to the telecommunication network prior to July 1, 1979 and is of type of terminal equipment which was directly connected (i.e., without telephone company-provided connecting arrangements) to the telecommunications network as of October 17, 1977.

**S6. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT
AND SYSTEMS PROVIDED BY THE CUSTOMER****S6.10 Definitions (Continued)****Grandfathered Connections of Terminal Equipment**

The term "Grandfathered Connections of Terminal Equipment" as used in this section, denotes connections via telephone company-provided connecting arrangements of customer-provided terminal equipment connected at the customer's premises, in accordance with any Telephone Company's tariffs, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to the telecommunications network were made via telephone company-provided connecting arrangements prior to July 1, 1979 and such connecting arrangements are the same type of connecting arrangement connected to the telecommunications network as of October 17, 1977.

Registered Equipment

The term "Registered Equipment" as used in this section, denotes equipment which complies and has been approved within the Registration provisions of Part 68 of the FCC Rules and Regulations.

Equipment-to-Equipment Connection

The term "Equipment-to-Equipment Connection" as used in this section, denotes the connection of equipment, which by itself is unregistrable for direct use with the telecommunication network, but is registrable or usable with host terminal equipment or communications system which in turn may be registered in accordance with Part 68 of the FCC Rules and Regulations for direct connection to the telecommunications network.

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Issue Date: 5/15/07
Issued By: Lera Roark

Effective Date: 5/16/07

Title: Vice President

Docket No.:

S7. EMERGENCY SERVICE**S7.1 Enhanced Universal Emergency Number Service - E911****A. General**

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911.
2. Enhanced 911 Service is offered subject to availability of jointly owned facilities provided by National Telephone of Alabama, Inc., dba/Cherokee Telephone Company (CTC) and at&t of Alabama (ATT). Jointly owned facilities are necessary because the company serving boundaries and political subdivision boundaries may not coincide and because CTC does not provide the equipment necessary to translate and receive Automatic Location Identification.
3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

B. Definitions

Automatic Number Identification (ANI) is a feature which automatically forwards the telephone number of the calling E911 party to facilities of ATT for processing in accordance with it's E911 tariff.

Class Screening (CS) is a feature which provides the capability to selectively forward a E911 calling party to jointly provided specific trunk group(s).

Automatic Location Identification (ALI) is a feature by which the name (business accounts only) and the primary address associated with the calling party's telephone number (identified by ANI) is forwarded to the PSAP. This feature is not provided by the Company but is available through the tariff or price list of ATT.

S7. EMERGENCY SERVICE**S7.1 Enhanced Universal Emergency Number Service - E911 (Continued)****B. Definitions (Continued)**

Automatic Location Identification Data Base Maintenance is a feature that provides an initial list of all subscribers by customer, telephone number, service address and periodically updates this information.

Public Safety Answering Point (PSAP) is the subscribing customers predetermined location where the subscribing customers employees answer E911 calls and dispatch to appropriate or combination of agencies responsible for providing emergency service in the E911 servicing area.

Enhanced 911 Service Area is the geographical area in which the subscribing customer will respond to all E911 calls and dispatch appropriate emergency assistance.

Universal Emergency Number Service is a telephone exchange service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and the equipment specified in this tariff section and other exchange carriers tariff, are associated with the service arrangements for the answering, transferring and dispatching of public emergency telephone calls.

C. Rules and Regulations

1. This service is limited to the use of central office telephone number 911 as the Universal Emergency Telephone Number. Only one 911 service will be provided within any government agency's locality.
2. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number.
3. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.

S7. EMERGENCY SERVICE**S7.1 Enhanced Universal Emergency Number Service - E911 (Continued)****C. Rules and Regulations (Continued)**

4. E911 Service, provided under the tariff of other carriers, is provided solely for the benefit of the customer operating a PSAP. The provision of Class Screening, Automatic Number Identification and Location Identification Data Base Maintenance by CTC shall not be interpreted, construed, or regarded, either expressly or implied by, as being for the benefit of or creating any CTC obligation toward any third person or legal entity other than the subscribing customer.
5. CTC does not undertake to answer and forward E911 calls, but furnishes the use of its facilities which, together with facilities of other carriers, enables the subscribing customer's personnel to respond to such calls on the customer's premises.
6. Temporary suspension of service is not provided for any part of the E911 Service.
7. The customer agrees to release, indemnify and hold harmless CTC for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 Service featured and the equipment associated therewith, or by any services furnished by CTC in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the CTC, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

S7. EMERGENCY SERVICE**S7.1 Enhanced Universal Emergency Number Service - E911 (Continued)****C. Rules and Regulations (Continued)**

8. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, CTC must be provided written satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
9. CTC's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of CTC or otherwise shall not exceed the greater of \$50.00 or an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

D. Service Features

Enhanced 911 is available in CTC's Local Network Area in the form of Automatic Number Identification and Class Screening (ANI/CS). CTC will provide its exchange public the ability to access their Enhanced 911 Service Area by Class Screening. CTC will also provide Automatic Location Identification Data Base Maintenance. ANI will be routed to at&t of Alabama (ATT) for forwarding to the subscribing customer's predetermined Public Safety Answering Point (PSAP).

E. Rates and Charges

1. The calling party is not charged for calls placed to the 911 number.
2. Rates and charges are priced in regards to main and equivalent main stations, rounded upwards to the next nearest 1,000. This count is based upon the maximum number of the stated main stations in service during

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S7. EMERGENCY SERVICE

S7.1 Enhanced Universal Emergency Number Service - E911 (Continued)

E. Rates and Charges (Continued)

2. (Continued)

the most current twelve month period at the time service is established. This count will be adjusted annually to update customer billing with the applicable twelve month period being the twelve months ending with calendar year.

Rate Per 1000 main stations served.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Automatic Number Identification	ICB	\$ 60.00
Automatic Location Identification Data Maintenance	ICB	\$ 30.00
Class Screening	ICB	\$ 28.00
E911 Trunks @ \$125.00 each (2 required per exchange)	**	\$250.00

3. PSAP Terminal Equipment

Company or customer-provided equipment may be furnished to terminate 911 exchange lines at any PSAP.

- a. When the Company provides PSAP equipment, it will be provided at rates and charges as outlined under Special Assemblies of Equipment in the Company's Price List.
- b. When customer-provided terminal equipment is employed at a PSAP, it will be furnished in accordance with the general provisions set forth in Section 6., Interconnection with Communications Equipment and Systems Provided by the Customer, of this tariff.

Tie lines, private lines, extension access lines and other such channels connecting a PSAP to various agencies such as police, fire or ambulance service, are provided at filed tariff rates for such channels and facilities as specified in this and other appropriate tariffs.

** Appropriate Service Connection Charges as set forth in Section 3. of this tariff.

Issue Date: 5/15/07
 Issued By: Lera Roark

Effective Date: 5/16/07

Title: Vice President

Docket No.:

S7. EMERGENCY SERVICE

S7.2 Emergency Conference Service and Fire Reporting Equipment

A. General

Emergency Conference Service and Fire Reporting Service is furnished in the interest of the public safety by means of equipment located in a central office of the Company through which any exchange customer may make an announcement to several exchange stations simultaneously.

B. Rates

Monthly rates and installation charges for Emergency Conference Equipment and Fire Reporting Equipment will be determined as outlined under Specialized Types of Equipment in the Company's Price List.

	<u>Monthly Rate</u>	<u>Installation, Move or Change Charge</u>
Fire Number, per Access Line	B-1	Applicable Service Connection Charges
Fire Reporting Line, per Access line equipped	\$2.00	\$25.00
Siren Control		
a. Control relay, per siren	\$1.50	\$25.00
b. Pushbuttons or keys, each	1.00	35.00

The above charges are in addition to charges for the class of service furnished and applicable service connection charges.

C. Conditions

1. Equipment, instruments and access lines on the customer's premises, furnished by the Company, shall be and remain the property of the Company, whose agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, or repairing equipment, instruments and access lines.

S7. EMERGENCY SERVICE

S7.2 Emergency Conference Service and Fire Reporting Equipment (Continued)

C. Conditions (Continued)

2. Such Emergency Conference Equipment or Fire Reporting Equipment is not to be used for performing any function other than the reporting or dissemination of information of any emergency nature.
3. A contract or agreement for Emergency Conference Service or Fire Reporting Equipment will be for a minimum service period of three (3) years.

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S8. GENERAL RULES AND REGULATIONS

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Issue Date: 5/15/07
Issued By: Lera Roark

Effective Date: 5/16/07

Docket No.:

Title: Vice President

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Issue Date: 5/15/07
Issued By: Lera Roark

Effective Date: 5/16/07

Title: Vice President

Docket No.:

S8. GENERAL RULES AND REGULATIONS

S8.1 Application of Regulations

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Alabama by National Telephone of Alabama, Inc. dba/Cherokee Telephone Company hereinafter referred to as the Company, subject to the jurisdiction of the Alabama Public Service Commission. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

S8. GENERAL RULES AND REGULATIONS**S8.2 Use of Service****A. Abuse or Fraudulent Use of Service**

1. The service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation, who, over the facilities furnished by the Company abuses or fraudulently uses the service, or
2. Upon the use of a service in such manner, that, in the opinion of the Company, constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property or service.
3. Abuse or fraudulent use of service includes:
 - a. the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service;
 - b. rearrangement of, tampering with or connection of equipment to the facilities of the Company to obtain, to attempt to obtain or to assist others to obtain service without payment (in total or in part) of regular charges for the service.
 - c. false representation, scheme, trick or device whatsoever intended to avoid payment (in total or in part) of regular charges for the service;
 - d. the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
 - e. the use of profane or obscene language;
 - f. the use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers;
 - g. the impersonation of another.

S8. GENERAL RULES AND REGULATIONS**S8.2 Use of Service (Continued)****B. Use of Service for Unlawful Purposes**

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be disconnected if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber no less than three days written notice of its intention to do so. The telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

1. Tampering With Facilities

The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation on whose premises is located telephone facilities which show evidence of tampering, manipulating, or use of any device whatsoever, for the purpose of obtaining service without payment of charges.

2. Unauthorized Attachments or Connections

The Company shall not be required to attach its facilities to facilities not owned and installed by it, nor shall facilities not furnished by the Company be attached to or connected with facilities furnished by the Company, whether physically, acoustically, by induction, or otherwise, unless provided elsewhere in this tariff or unless written permission is obtained from the Company. In case any such unauthorized attachment or connection is made, the Company shall have the right to disconnect the same or to suspend service during the continuance of said attachment or connection or to terminate the service. The Company shall have the right to make a charge sufficient to recover any losses experienced as a result of such unauthorized attachments or connections, including but not limited to the cost to disconnect service.

S8. GENERAL RULES AND REGULATIONSS8.2 Use of Service (Continued)C. Use of Customer Service

1. Customer telephone service, as distinguished from payphone access line service, is furnished only for use by the subscriber, his family, guests, employees or business associates, or persons residing in the subscriber's household, or to persons temporarily subleasing a subscriber's residential premises. The Company has the right to refuse to install subscriber service or permit such service to remain on premises of a public or semi-public character when the station is so located that the public in general, or patrons of the customer may make use of the service. At such locations, however, subscriber service may be installed, provided the instrument is so located that it is not accessible for public use.
2. When telephone service to the public is impaired by a subscriber's use of the telephone service, the Company shall have the right to require the subscriber to contract for additional service and facilities adequate to serve the subscriber's requirements, or with proper notice, discontinue the service of the subscriber in question.
3. Separate households in the same building or in different buildings on the same premises are required to have main station service.
4. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

S8. GENERAL RULES AND REGULATIONS

S8.2 Use of Service (Continued)

C. Use of Customer Service (Continued)

5. Except as otherwise provided in this tariff, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communications for others.
6. The calling party shall establish his identity in the course of any communication as often as may be necessary. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

D. Minimum Contract Period

1. Except as specified elsewhere in this tariff, the minimum service period for local service is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have thirty days.
2. The Company may require a contract period longer than one month at the same location in connection with special types or arrangements of equipment, or for unusual construction, necessary to meet specific demands for service.

S8. GENERAL RULES AND REGULATIONSS8.2 Use of Service (Continued)E. Termination of Service

1. By the Company

a. The Company may, after the applicable 5 day written notice, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

- (1) Abandonment of the service.
- (2) Failure of a subscriber to make suitable deposit as required by this tariff.
- (3) Impersonation of another with fraudulent intent.
- (4) Nonpayment of any regulated sum due for exchange, long distance or other services.
- (5) Use of the service in such a way as to impair or interfere with the services of other subscribers and refusal of the subscriber to utilize available corrective equipment or network arrangements; such as interference includes, but is not limited to:
 - (a) trunk blockages in a switching center so that on a final route there are no circuits available for 10% or more of the calls for a 15-minute period,
 - (b) Dial Tone speed delays of three seconds or more in a switching center for 10% or more of the calls for a 15-minute period,

S8. GENERAL RULES AND REGULATIONS

S8.2 Use of Service (Continued)

E. Termination of Service (Continued)

1. By the Company (Continued)

a. (Continued)

(5) (Continued)

- (c) Sender Attachment Delay Recorder delays of three seconds or more in processing calls in:

A single switching system for 30% or more of the calls for a 15-minute period, or

Two or more switching systems for 10% or more of the calls for a 15-minute period,

- (d) Application of network management controls to minimize or prevent a service effect on switching facilities due to a promotional calling event.

- (6) Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.

- (7) Use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give information, without payment of the charge applicable for service.

S8. GENERAL RULES AND REGULATIONS**S8.2 Use of Service (Continued)****E. Termination of Service (Continued)****1. By the Company (Continued)****a. (Continued)**

(8) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge for such service.

(9) Any other violation of the Company's regulations.

b. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

2. At the Customer's request

a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.

S8. GENERAL RULES AND REGULATIONS**S8.2 Use of Service (Continued)****E. Termination of Service (Continued)****2. At the Customer's request (Continued)**

- b. Where a contract for service with a one month minimum period is cancelled before establishment of the service is completed, a charge not to exceed the service charge specified is applied if all or a portion of the facilities have been installed.
- c. No minimum or termination charge will apply (unless otherwise stated specifically in this tariff) where a new subscriber takes over the service of the former subscriber provided the service is to be furnished at the same location without interruption and that the new subscriber assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new subscriber.

F. Resale of Service

The resale of any services provided by the Company is not permitted except as provided elsewhere in this tariff or as specifically authorized by the Company.

G. Restoration of Service

In the event service is temporarily denied for nonpayment, such service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof. A restoration charge equal to a Service Order Premises Visit Not Required and a Central Office Work charge per central office line or trunk will apply, as set forth in Section 3., Service Connection Charges, of this tariff.

If a trip to the premises is made to temporarily disconnect service for non-payment and payment is rendered at the time the Company agent is on the premises and service is not disconnected, the subscriber will be required to pay a Service Order Premise Visit Charge, as set forth in Section 3. of this tariff.

S8. GENERAL RULES AND REGULATIONS**S8.2 Use of Service (Continued)****G. Restoration of Service (Continued)**

Customers not reconnected within 5 (calendar) days from date of suspension will be treated as a new customer and appropriate service charges and a new deposit may apply.

H. Subscriber Complaints

Any objection to billed charges should be reported to the telephone company within sixty (60) days from the day the bill is issued. Adjustments to subscriber's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate, pursuant to the Alabama Public Service Commission Telephone Rules. Subscribers have the right to appeal service disputes to the Alabama Public Service Commission. The Commission's address and phone number are:

P. O. Box 991
Montgomery, AL 36130

(205)242-5211
and/or 1-800-392-8050

I. Alabama Relay Service Restrictions

The following calls may not be placed through the Alabama Relay Center:

- Calls to 976, 900 or 700 numbers.
- Calls to time or weather recorded messages.
- Calls to other informational recordings.
- Station sent paid calls from coin telephones.
- Operator handled conference service and other teleconference calls.
- All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those issued by at&t of Alabama or the LECs.

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

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service****A. Application for Service**

1. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
2. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company or any other Telephone Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company or any other telephone Company who are indebted for previous service, regardless of the listing request for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
3. If telephone service is established and it is subsequently determined that either condition in paragraph 2. above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the prior indebtedness.
4. When an application for service and facilities or request for additions, rearrangements, relocations, or modification of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
5. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****A. Application for Service (Continued)**

6. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final work locations of the facilities been specified initially.

B. Application of Business Rates

1. Although in general business rates apply at business locations and residence rates apply at residence locations, the determination as to whether subscriber service should be classified as business or residence is based on the character of use to be made of the service.
2. Business rates apply whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature or where the listing required is such as to indicate business use. Business rates apply for:
 - a. Boarding houses (except as noted under Application of Residence Rates), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges, hospitals, libraries, offices, farms which have offices, stores, mines, churches, college fraternity houses, and other similar institutions (but excluding dormitory rooms at such schools and colleges).

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****B. Application of Business Rates (Continued)**

3. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising, either by business cards, newspapers, hand bills, billboards, circulars, motion picture screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over to residence telephones during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
4. Where a place of business and residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
5. At residence locations, when an extension station or extension bell is located in a shop, office or other place of business.
6. At any location where the listing of the service at that location indicates a business, trade or profession, except as specified under Application of Residence Rates.
7. All other locations where the subscriber's primary use of the service is for business purposes.

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****C. Application of Residence Rates**

1. Residence rates apply when the use of the service is of a domestic nature and provided that service is not used substantially for occupational purposes. Residence rates apply for:
 - a. Private residences where business alphabetical or classified telephone directory listings are not provided.
 - b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business telephone directory listings are not furnished.
2. In the places of residence of a clergyman, and in the place of residence of a physician, dentist, veterinary, surgeon or other medical practitioner provided the subscriber does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the subscriber's residence and is not part of an office building. In any of such cases the listing may indicate the subscriber's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****C. Application of Residence Rates (Continued)**

3. Where the place of business and residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
4. Changes from business service to residence service are made only in the event of change in the subscriber's arrangements which would entitle him to a residence classification of his service, as specified above.
5. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service Connection Charges, which apply for such changes, are quoted elsewhere in this tariff.

D. Advance Payments

1. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, plus the estimated usage charges for two (2) months of toll service. Where construction charges are applicable, the payment thereof may be required in advance of the start of construction.
2. Federal, state, or municipal governmental agencies may be required to make advance payments.
3. In any case where construction is required the Company may, as a guarantee of good faith, collect one year's exchange service charges in advance of the construction. Such advance payment shall be applied against exchange service charges only and shall not operate to prevent the suspension and/or discontinuance of all service for non-payment of toll or other charges which may become past due. Should a telephone installed under these conditions be discontinued before the expiration of the period for which advance payment was made, the amount collected shall be considered the minimum charge for the exchange service received.

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****E. Customer Billing**

1. Bills are due when rendered unless otherwise specified on the bill.
2. All charges due by the subscriber are payable at the Company's business office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within sixty (60) days after the bill is rendered for toll, the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the service furnished to the subscriber. Where any overcharge in billing of a subscriber is the result of the utility's error, such subscriber shall be due a refund of such excess billing for up to thirty-six (36) months from the date an objection is filed by the customer. Any undercharge in the subscriber billing as a result of the utility's error shall not be backbilled in excess of thirty-six (36) months. No backbilling shall be allowed without immediate written notification by the utility, except toll, to the subscriber at the time of discovery by the utility, including notice that the subscriber shall be given the option of repayment of amounts due in monthly installments equal to the period of said underbilling.
3. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service and billed local usage. (Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears.) The subscriber is responsible for payment of all charges for services furnished the subscriber including charges for services originated or charges accepted at the subscriber's station.

The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed, by the virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S8. GENERAL RULES AND REGULATIONS

S8.3 Establishment and Furnishing of Service (Continued)

E. Customer Billing (Continued)

4. Should service be suspended for nonpayment of charges, it will be restored only as provided under Restoration Charges in Section 3., Service Connection Charges, of this tariff.
5. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.

Issue Date: 5/15/07
Issued By: Lera Roark

Effective Date: 5/16/07

Title: Vice President

Docket No.:

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****E. Customer Billing (Continued)**

6. A late payment charge of \$1.50 and/or an interest charge of 1.5 percent (%) or the highest amount allowed by law, whichever is lower, will be applied to the unpaid balance will apply to each residence subscriber's bill for regulated charges (including any amounts billed in accordance with the tariff dealing with the Company's billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the subsequent billing date. The maximum total of the late payment and interest charges will be \$10.00 for residence subscribers. Lifeline Service subscribers are exempt from these late payment and interest charges. A late payment charge of \$10.00 and/or an interest charge of 1.5 percent (%) or the highest amount allowed by law, whichever is lower, will be applied to the unpaid balance of each business subscriber's bill for regulated charges (including amounts billed in accordance with the tariff dealing with the Company's Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent (%) interest charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's bill.
7. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due regulated account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
8. Retroactive billing adjustments will not be made for a period exceeding three years.
9. For billing purposes each month is presumed to have thirty days.

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****F. Telephone Numbers**

1. The subscriber has no property right to the telephone number nor any right to continuance of service through any particular central office.
2. The Company reserves the right to change the subscriber's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.

G. Alterations

The subscriber agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such changes.

H. Cancellation of Application for Service

- A. Where the subscriber cancels an application for service prior to the start of installation of service, prior to the start of special construction, and no costs have been incurred by the Company, no charge applies.
- B. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, plus any costs incurred by the Company.
- C. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have been placed in service, however, the minimum service period charge will apply.
- D. Installation or special construction for subscriber is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.

S8. GENERAL RULES AND REGULATIONS**S8.3 Establishment and Furnishing of Service (Continued)****I. Transfer of Service Between Subscribers**

Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are made subject to service connection charge regulations and may be arranged for in either of two ways:

1. If the new subscriber, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder. Future bills are then rendered to him without adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
2. If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.

Under either method of transfer, the reassignment of the old call number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgement of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgement of the Company, a change in the telephone number is not required.

When in the judgement of the Company, there does exist a relationship, business or otherwise, between the old and the new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgement of the Company, a change in the telephone number is not required.

S8. GENERAL RULES AND REGULATIONS

S8.4 Establishment and Maintenance of Credit

A. Establishment of Credit

1. The Company is not obligated to establish, furnish or continue to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. In order to insure the payment of all charge due for its service, the Company may require any subscriber to establish and maintain his credit in one of the following ways:
 - a. by furnishing acceptable credit references to the Company;
 - b. by providing a suitable guarantee in writing, in a form prescribed by the Company; or
 - c. by means of a cash deposit.
2. The Company shall be the sole judge as to whether or not the references or guarantee in writing are acceptable.

S8. GENERAL RULES AND REGULATIONS**S8.4 Establishment and Maintenance of Credit (Continued)****B. Deposits**

1. National Telephone of Alabama, Inc. dba/Cherokee Telephone Company may, when in the judgment of the Company such deposit is necessary, require at any time, from any subscriber, or prospective subscriber, a cash deposit intended to guarantee payment of current bills for telephone service. Such deposit shall not exceed the monthly amount for local exchange service and other monthly charges added to twice the estimated monthly toll charges. Interest shall be paid by the Company upon such deposits at the rate of seven (7%) percent per annum approved by the Alabama Public Service Commission, payable annually for the time such deposit was held by the Company and the customer was served by the Company, unless such period be less than thirty (30) days. Such interest shall be calculated to December 1st of each year, and the payment shall be made by credit to customer's account on the December billing of the customer.
 - a. The Company having on hand such deposits from subscribers, or hereafter receiving such deposits from subscribers, shall keep records to show (a) the name of each subscriber making the deposit; (b) the address of the subscriber when making the deposit; (c) the amount and date of making the deposit; and (d) a continuous record of each transaction, such as the payment of interest, interest credited, etc., concerning such deposit while the deposit is retained by the Company.
 - b. The Company shall issue to every subscriber from whom such deposit is received a certificate of deposit.
 - c. The Company shall provide reasonable ways and means so that a depositor who makes application for the return of his deposit, or any balance to which he is entitled, but is unable to produce the original certificate or receipt, shall not be deprived of his deposit or balance.

S8. GENERAL RULES AND REGULATIONS**S8.4 Establishment and Maintenance of Credit (Continued)****B. Deposits (Continued)**

1. (Continued)
 - d. Upon final discontinuance of service the Telephone Company shall apply such deposit with accrued interest thereon to any account due by subscriber. The balance due subscribers, if any, shall be refunded to the subscriber by the Telephone Company.
 - e. Upon the sale or transfer of any Telephone Company the seller shall file with the Commission under oath a list showing the names of all subscribers who have made a deposit, the date such deposit was made, the amount of such deposit and the interest agreed to be paid thereon.
2. Service may be discontinued for failure of the subscriber to furnish a suitable deposit, if requested by the Company, five (5) days after the Company has served or mailed notice to the subscriber requesting such deposit.
3. The Company shall not hold a residential subscriber's deposit beyond December following twenty-four (24) months of deposit retention, if such account is considered in good standing by the Company. At this time, residential subscribers whose deposits have been held by the Company shall have their deposit and accrued interest refunded by the Company crediting such subscriber's December billing.
4. The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any regulated sums due the Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

S8. GENERAL RULES AND REGULATIONS**S8.4 Establishment and Maintenance of Credit (Continued)****C. Discontinuance of Service for Failure to Maintain Credit**

Service may be discontinued for failure to maintain credit, as specified under B. Deposits preceding, five days after the Company has served or mailed notice requiring the subscriber to do so.

D. Restoration Charge

When service has been discontinued for failure to maintain credit as specified above, the restoration charge will be made and may be collected by the Company, before service is restored.

E. Adjustments for County or Other Local Taxing Authority Payments

1. In the event a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other local taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

2. **Adjustments for Municipality Payments**

In the event a municipality has or acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

S8. GENERAL RULES AND REGULATIONS**S8.4 Establishment and Maintenance of Credit (Continued)****F. Credit for Local Service Outage**

In view of the possibility of errors and difficulties in the transmission of messages by telephone and the impossibility of fixing in all cases the causes thereof, the Telephone Company cannot guarantee the uninterrupted working of its lines and instruments.

If service is interrupted for more than 48 consecutive hours for reasons other than by the negligence or willful act of the subscriber, an allowance not to exceed an amount equal to the proportionate charge to the subscriber for the fixed monthly charges involved, for the period during which interruption occurs, shall be made for the time such interruption continues. Any adjustment shall apply only to the period the interruption continues beyond 24 hours after notice of the interruption is received by the Company. No other liability shall in any case attach to the Company on account of interruptions of service.

G. Cancellation for Cause

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

1. nonpayment of any regulated sum to the Company, following five (5) days written notice;
2. a violation of, failure to comply with, any condition governing the furnishing of service; or
3. the Company is prohibited from furnishing service by the order of a court or other government authority having jurisdiction.

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company****A. Undertaking of the Company**

The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this tariff.

B. Furnishing of Equipment

1. All equipment necessary for the provision of a given service will be furnished and owned by the Company on a deregulated basis or by the customer except as provided elsewhere in this tariff. The subscriber may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or hazards. Commercial power will be furnished by the subscriber at a suitable outlet when and where required.
2. No equipment, apparatus, circuit, or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company; whether physically, by induction, acoustically, or other; except as provided in this tariff or as otherwise authorized in writing by the Company. In case any such authorized attachment or connection is made, the Company shall have the right to remove or disconnect the same or to terminate the service.
3. The provisions of the preceding shall not be construed or applied to bar a subscriber from using devices which serve his convenience in his use of the facilities of the Company, provided any such device so used does not:
 - a. endanger the safety of Company employees or the public;
 - b. damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this tariff;
 - c. interfere with the proper functioning of such equipment or facilities;
 - d. impair the operation of the communications systems; or
 - e. otherwise injure the public in its use of the Company's services.

S8. GENERAL RULES AND REGULATIONS

S8.5 Obligation and Liability of the Company (Continued)

B. Furnishing of Equipment (Continued)

4. Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a recording device, or of a device to inter-connect any line or channel of the Company with any other communication line or channel of the Company or of any other person.
5. Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in Section 6., Interconnection with Communications Equipment and Systems Provided by the Customer, of this tariff.

Customer Premises Equipment is any terminal equipment at the subscriber's premises which is used for telephone communications.

- a. The subscriber is responsible for all customer premises equipment on the subscribers premises.
- b. The Telephone Company is responsible for the access line from the central office switching point up to and including the termination on the subscriber premises in either a protector, interface or other point of demarcation.
- c. The subscriber will be responsible for the rental, purchase, or maintenance of CPE equipment. The Telephone Company will provide customer requested installation, maintenance or rearrangements of CPE on a flat rate schedule or time and material schedule basis.

S8. GENERAL RULES AND REGULATIONS

S8.5 Obligation and Liability of the Company (Continued)

B. Furnishing of Equipment (Continued)

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

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****C. Furnishing of Service**

1. The Company's obligation to furnish service is dependent upon its ability to secure and retain, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.
2. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of additional facilities is necessary.
3. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in the Company's tariff and/or any applicable contract or service order.
4. Right of access
 - a. The Company's authorized employees may enter a subscriber's premises at all reasonable hours for any purpose reasonably pertinent to the furnishing of telephone service and the exercise of any and all rights secured to it by law or by the tariff schedules.
 - b. The Company may remove any or all of its property located on the subscriber's premises at the termination of service as provided by the tariff schedules.
5. Maintenance and Repair

All ordinary expense of maintenance and repair in connection with equipment, facilities and services provided by the Company is borne by the Company unless otherwise specified in this tariff. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the subscriber and not due to ordinary wear and tear, the subscriber will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed.

Subscribers may not rearrange, disconnect, remove or attempt to repair nor permit others to rearrange, disconnect, remove or attempt to repair any apparatus or Network Interface Device installed by the Company except upon the consent of the Company.

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****C. Furnishing of Service (Continued)****6. Outgoing and incoming service privileges**

The tariff and rate schedules of the Company govern and fix the outgoing service of a subscriber and in no matter guarantee to him the same incoming service. All incoming service of a subscriber depends upon and is limited by the right of a calling subscriber to such service.

7. Ownership of facilities

Ownership furnished by the Company on the premises of a subscriber are the property of the Company.

8. Company facilities at hazardous or inaccessible locations

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

9. Work performed outside regular working hours

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

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****D. Maintenance and repair**

1. All costs associated with the maintenance and repair of regulated services furnished by the Company will be borne by the Company, except as specified elsewhere in this tariff.
2. The Company undertakes to maintain and repair the facilities which it furnishes to subscribers. The subscriber assessed the actual cost of each instrument, apparatus, equipment, or lines destroyed due to malicious, willful and negligent damage. The subscriber may not, nor permit other to, rearrange, disconnect or remove any equipment or the standard network interface installed by the Company. If facilities are rearranged, disconnected or removed, the Company shall have the right to make a charge sufficient to recover any losses experienced as a result of such unauthorized tampering.
3. Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****E. Liability of the Company**

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the subscriber shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occurs, after notice to the Company, by the subscriber.

The applicable terms, rates and conditions specified in this tariff, together with the Company's service order and/or any applicable contract(s), constitute the entire agreement between the parties with respect to the service(s) to which the Customer has subscribed. Statements (whether written or oral) may have been made about the service(s) specified in this tariff. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer and are not part of the parties' relationship. All prior agreements, proposals, representations or understandings concerning the service(s) are also deemed superseded upon the Customer's subscription.

All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the service(s) are fit for any particular purpose of the Customer.

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****E. Liability of the Company**

2. The subscriber indemnifies and saves the Company harmless against the following:
 - a. Acts of omission of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - b. Any defacement or damage to the subscriber's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
 - c. Any accident, injury or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.
 - d. Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and system of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with facilities provided by the Company.
 - e. Liability for failure to provide service.
 - f. Liability for telephone listings is covered as provided under, Telephone Directories, Listings and Numbers, in this tariff.
 - g. The Telephone Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of services offered under this tariff, including, but not limited to claims by subscribers to services provided to the Customer, and users of any services provided by or resold by the Customer.

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****E. Liability of the Company (Continued)**

3. The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within two (2) years after the alleged delinquency occurs.

4. Equipment in Explosive Atmosphere

The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.

The Company may require such subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****E. Liability of the Company (Continued)****4. Equipment in Explosive Atmosphere (Continued)**

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

5. Unsafe or prohibited facilities, appliances, or apparatus

The Company may refuse to furnish service on the premises of an applicant for telephone service and may disconnect a subscriber's telephone service on a premises if any of the facilities, appliances, or apparatus on such premises are found to be unsafe or causing harm to Company facilities, and may refuse to furnish telephone service on such premises until the applicant or subscriber shall have remedied the condition.

6. Foreign attachments

The Company shall have the right to disconnect foreign attachments which are unlawfully connected to telephone service and may, without notice, discontinue service to the subscriber should this condition persist in violation of this rule.

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****E. Liability of the Company (Continued)****7. Use of Customer-Provided Equipment**

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by or resulting from use of customer-provided equipment, (except where a contributing or concurrent cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs after notice by the subscriber to the Company), or (2) not prevented by customer-provided equipment where any such damage could have been prevented by company-provided equipment which remains under tariff.

8. Unauthorized Computer Intrusion

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

S8. GENERAL RULES AND REGULATIONS

S8.5 Obligation and Liability of the Company (Continued)

E. Liability of the Company (Continued)

9. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service which the errors or damages occur.

10. Errors or Damages Caused by System Data Limitations

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

S8. GENERAL RULES AND REGULATIONS**S8.5 Obligation and Liability of the Company (Continued)****F. Directories**

1. It is the policy of the Company to publish a telephone directory annually. The Company issues directories to assist in furnishing prompt and efficient service and it does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors in or omissions of directory listings, or listings obtained from the "Directory Assistance Operator" shall be limited to direct damages, which shall not exceed the greater of total charges applicable to the directory listing for one (1) year, or the then current term of the agreement. In the case of additional or extra listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues, after notice to the Company by the subscriber. In the case of additional or extra listings for which a charge is made, the liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues to occur. The Company will not be a party to controversies arising between customers or others as a result of listings published in its directories.

Telephone directories are provided by the Telephone Company on the following basis:

- a. One copy is furnished for each Local Exchange Service access line at no charge.
 - b. Copies in addition to those in paragraph a. above are furnished at the rates specified in the "National Directory Price List".
2. Directories furnished without charge to subscribers are the property of the Company, and are made available to customers only as an aid to the use of the telephone service. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced, or mutilated while in the possession of the subscriber.
 3. Directories regularly furnished to subscribers shall remain the property of the Company. No binder, holder, or auxiliary cover, except as provided or authorized by the Company shall be used in conjunction with any directory furnished by the Company.

S8. GENERAL RULES AND REGULATIONS

S8.5 Obligation and Liability of the Company (Continued)

F. Directories (Continued)

4. Misuse of Directory Assistance Service

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

S8. GENERAL RULES AND REGULATIONS

S8.6 Limitations and Use of Service

A. Network Facilities for Use With Automatic Dialing and Announcing Devices

1. Subscribers who wish to use automatic dialing and announcing devices for solicitation purposes must do so pursuant to the following terms and conditions.
 - a. No numbers will be called in sequential fashion. Sequentially placed calls refer to those calls automatically dialed by successively increasing or decreasing integers, or similar methods.
 - b. Where facilities permit, the equipment shall be so programmed or utilized in such a manner as to automatically disconnect a called party's line not later than ten seconds after the called party hangs up.
 - c. Within 20 seconds after the called party answers, the name and telephone number of the individual or firm making or paying for the call, including but not limited to, the name of the individual or firm on whose behalf the call is made, must be clearly stated.
 - d. At the conclusion of the call, the name and telephone number of the individual or firm making or paying for the call, including but not limited to, the name of the individual or firm on whose behalf the call is made, must again be clearly stated.
 - e. If the customer's response is to be recorded, they must be informed of such and permission must be granted.

S8. GENERAL RULES AND REGULATIONS**S8.6 Limitations and Use of Service (Continued)****A. Network Facilities for Use With Automatic Dialing and Announcing Devices (Continued)****1. (Continued)**

- f. If the solicitation call requires a response by the customer and a charge will apply, the customer must be informed that the response is not a free call. The vendor at this time, must give the customer the amount of the charges that will be applied if they respond.
- g. No calls will be placed to organizations providing emergency services, including but not limited to hospitals, nursing homes, fire departments, and law enforcement agencies.
- h. No calls will be placed on Sundays or Holidays. No calls will be placed between the hours of 8:00 PM and 8:00 AM, Monday through Saturday. All calls must be made in compliance with FTC, FCC and APSC rules and regulations, including "Do Not Call" list.
- i. The Telephone Company is under no obligation to provide lists of telephone numbers or any directory information other than normally issued telephone directories.
- j. Messages must not contain obscene or profane language.
- k. Solicitation calls for the sale of pornographic material will not be allowed.
- l. This type telecommunication service will not be used for any unlawful purpose.

S8. GENERAL RULES AND REGULATIONS

S8.6 Limitations and Use of Service (Continued)

A. Network Facilities for Use With Automatic Dialing and Announcing Devices (Continued)

1. (Continued)
 - m. Connection of customer provided communication systems must meet the Telephone Company's requirements as well as Part 68 of the Federal Communications Commission's Rules and Regulations.
 - n. Emergency and unlisted telephone numbers will not be used with recorded solicitation communication.
2. In cases where there is an existing business relationship between the called party and the subscriber and where the subscriber uses the dialing and announcing devices strictly as a follow up device to supply information related to these prior dealings, the preceding terms and conditions will not apply. However, even subscribers who have had prior dealings with the called party will not be allowed to utilize the automatic dialing and announcing devices for solicitation purposes.
3. Any subscriber operating or utilizing automatic dialing equipment who does so in violation of the provisions set forth preceding will be subject to immediate disconnection of telephone service.

S8. GENERAL RULES AND REGULATIONS**S8.6 Limitations and Use of Service (Continued)****B. Use of Facilities of Other Connecting Carriers**

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

C. Cordless Telephones

When cordless telephones are used with the Telephone Company facilities, whether company-provided or customer-provided, the subscriber shall be responsible for the payment of all tolls made from the subscriber's telephone number. The subscriber has exclusive control over the cordless telephone base and cordless telephones are of the type that other cordless phones with the same frequency can access the same base station, therefore the Company will not allow toll denial where these type instruments are used.

The subscriber indemnifies the Company against and holds the Company harmless from any and all losses, claims, demands, causes of action, damages, costs or inability, in law or in equity, or every kind and nature whatsoever (including, without limiting the generality of the foregoing, losses, claims, demands, causes of action, damages, costs or liability for libel, slander, fraudulent or misleading advertising, invasion of the right of privacy or infringement of copyright or patent) arising directly or indirectly from any act of omission of the customer or calling party while using or attempting to use facilities furnished by the Company or arising from combining with, or using in connection with facilities of the Company, any cordless telephone.

S8. GENERAL RULES AND REGULATIONS**S8.6 Limitations and Use of Service (Continued)****D. Explosion Proof Equipment**

As prescribed by the National Electrical Safety Code, explosive atmospheres have been classed in various classes and groups. Class I has been set up for gases, vapors, etc., and Class II for dusts, powders, etc. Under Class I, gases have been divided into four groups as follows:

Group A---Acetylene

Group B---Manufactured Gas and Hydrogen

Group C---Refineries and Chemical Plant Vapors of Ethyl Ethers,
Gasoline, Petroleum, Naptha and Acetone

Group D---Alcohols and Lacquer Solvents

- a. Telephone instruments, that have been approved by the Underwriter's Laboratory may be provided for Groups B, C and D of Class I and all of Class II.
- b. Explosive atmosphere equipment may be furnished with individual line service, but may not be furnished for use in areas where acetylene gases may be present.
- c. This equipment is designed to minimize the danger in atmospheres classified in the National Electrical Code as dangerous.
- d. The subscriber may be required to install and maintain explosive atmosphere equipment in any hazardous area where, in the opinion of the Company, injury or damage to Company employees or property might result.

S8. GENERAL RULES AND REGULATIONS

S8.6 Limitations and Use of Service (Continued)

E. Explosion Proof Equipment (Continued)

- e. The subscriber shall indemnify and hold harmless and thereby release the Company from any and all legal or other expenses, claims, costs, losses, suits or judgements for damages or injuries to or deaths of persons, or damages to or destruction of property arising in any way directly or indirectly, by reason of any use by the subscriber of the equipment provided by the Company.
- f. The subscriber is required to furnish and maintain all explosion proof conduit and fittings for telephones and signals, wiring and commercial power which may be required to operate signals.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S9. DEFINITIONS

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S9. DEFINITIONS**S9.1** Definitions

For the purpose of these tariff schedules the terms and expressions listed below shall have the meanings set forth opposite them.

ACCESS LINE - A circuit directly connecting the central office switching equipment with the subscriber's termination point.

ACCESS LINE WORK CHARGE - The charge for work associated on the circuit between the serving central office up to and including the protector on the customer's premises or on an outside circuit between premises or between locations on the same premises.

ACCESSORIES - Devices which are mechanically attached to, or used with, the facilities furnished by the company and which are independent of, and not electrically connected to, the conductors in the communications path of the telecommunications system.

ACOUSTICAL CONNECTION - A connecting arrangement without electrical connections that permit transmission of sound between a company-provided telephone instrument and customer-provided equipment.

ADDITIONAL LISTING - Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

ALABAMA RELAY CENTER - The Alabama Relay Center permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communications take place by relaying conversations (voice to TDD and TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.

APPLICANT - A person, firm, corporation, or other organization applying for telecommunications service.

S9. DEFINITIONS**S9.1** Definitions (Continued)

AUTHORIZED USER - A person, firm, or corporation (other than the subscriber) on whose premise a telephone is located and who may communicate over such channels in accordance with the terms of the tariff.

BASE RATE - A schedule rate for any form of exchange service which does not include mileage charges.

BASE RATE AREA - The developed sections which are a part of or contiguous to the community in which the exchange is located as set forth in the telephone utility's tariffs.

BUSINESS SERVICE - Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional or occupational nature.

CALL - An attempted or completed communication.

CANCELLATION CHARGE - A charge applicable under certain conditions when an application for service and/or facilities is cancelled in whole or in part prior to the completion of the work involved.

CENTRAL OFFICE - A unit in which connections are made and switching is accomplished between telephone access lines and to the toll network.

CENTRAL OFFICE EQUIPMENT - Switching, transmission and power equipment located within a central office for the purpose of connecting local and EAS calls.

CENTRAL OFFICE LINE - A circuit directly connecting an individual main station or an intercommunicating system with a central office.

CENTRAL OFFICE WORK CHARGE - The charge for work associated with the central office applicable for functions required within the central office.

CERTIFICATE - Certificate of Public Convenience and Necessity issued by the Commission to telephone utilities.

S9. DEFINITIONS**S9.1** Definitions (Continued)

CHANNEL - A path for communication between two or more stations, or company offices, furnished in such a manner as the company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

CLASS OF SERVICE - A description of telecommunications service furnished a customer which denotes such characteristics as nature of use (Business or Residence) or type of rate (Flat Rate, Measured Rate or Message Rate). Classes of service may be subdivided in "Grades", such as individual line (one-party), two-party, or four-party line.

COMMISSION - Alabama Public Service Commission.

COMMISSIONS - A percentage of collections paid as a fee in consideration of service rendered to the company.

COMMUNICATING DEVICE - Any item, located on the customer's side of the connecting terminal, which is used in transmitting or receiving telecommunications messages.

COMMUNICATIONS SYSTEMS - Channels and other facilities which are capable when not connected to telecommunications services, of two-way communications between customer-provided terminal equipment or Company provided stations.

COMPANY - Whenever used in this tariff, "Company" refers to this Telephone Company unless the context clearly indicates otherwise.

CONNECTING ARRANGEMENT - The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company or of facilities of the Company with other facilities of the Company.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

S9. DEFINITIONS**S9.1** Definitions (Continued)

CONSTRUCTION CHARGE - A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the service order schedule.

CONTINUOUS PROPERTY - The plot of ground, together with any buildings thereon, occupied by the subscriber, which is not divided by public highways or separated by property occupied by others. Where a subscriber occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the subscriber furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT - Refers to the agreement between a subscriber and the Company under which services and facilities are furnished in accordance with the applicable provisions of the tariff.

COST - The cost of labor and materials, which include appropriate amounts to cover the Company's general operating and administrative expenses.

COST OF EQUIPMENT - Cost of equipment when referred to in this tariff consists of equipment cost, freight, taxes, cost of maintenance, cost of operation, general administration expenses, including taxes on the basis of average charges for these items, and any other item of expense associated with the particular situation.

CUSTOMER - The individual, partnership, association or corporation which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

CUSTOMER PREMISES EQUIPMENT (CPE) - All telecommunications equipment located at a customer's premises (except pay phones).

S9. DEFINITIONS**S9.1** Definitions (Continued)

DIRECT CONNECTION - Connection of terminal equipment to the telephone network by means other than acoustic and/or inductive coupling.

DIRECTORY ASSISTANCE CHARGE - A charge made for placing requests from the Directory Assistance Operators.

DIRECTORY LISTING - The publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DROP WIRE - Paired wires, insulated and under a common cover, which connect a subscriber's line from the terminal on the pole to the point of demarcation on the customer's premises.

DUAL NAME LISTING - Provided for customers subscribing to residence service who share the same surname and reside at the same address, and for a person known by two first names.

ENTRANCE FACILITIES - Facilities extending from the point of entrance on private property to the premises on which service is furnished.

EXCHANGE - A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may consist of one or more central offices, together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

EXCHANGE SERVICE AREA - The territory served by an exchange within which local telephone service is furnished at the exchange rates applicable within that area.

EXCHANGE SERVICE - The furnishing of facilities for the telephone communication within an exchange area, in accordance with the regulation and charges specified in the tariff. Exchange facilities are used to establish and maintain connection between an exchange station and the other telephone plant and facilities in connection with long distance calls or extended area service calls.

S9. DEFINITIONS**S9.1** Definitions (Continued)

EXISTING CUSTOMER - Reference to existing means customer as of the date of this tariff.

EXTENSION MILEAGE - The charges made for the additional circuit required to furnish extension locations outside of the primary residential or business building where the primary line access service is located.

EXTENDED AREA SERVICE (EAS) - A type of telephone switching and trunking arrangement which provides for unlimited calling between two or more telephone exchanges based on a usage-sensitive structure and/or a flat rate additive, if applicable.

FACILITIES - All property and means owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service.

FLAT RATE SERVICE - Service furnished at a fixed monthly charge, including extended area service where applicable which provides unlimited local calling.

FOREIGN ATTACHMENT - Lines, instruments, appliances, or apparatus not owned or furnished by the Company.

GRADE OF SERVICE - The term used in describing exchange service with respect to the number of main telephones which may be connected to a central office line. (one party, two party, four party, etc.)

GROUND POTENTIAL RISE - A hazardous voltage appearing on the power station grounding apparatus when certain failures occur in the power distribution system.

HARM - Harm consists of hazards to personnel, damage to company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to company equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

S9. DEFINITIONS

S9.1 Definitions (Continued)

INDIVIDUAL LINE - An access line designed for the exclusive use of a subscriber.

INITIAL SERVICE PERIOD - The minimum length of time for which a subscriber is obligated to pay for service, facilities, and equipment, whether or not retained by the subscriber for such minimum length of time.

INSTALLATION CHARGE - A non-recurring charge applying to the provision of certain items of equipment or facilities as distinguished from the service connection charge applicable for establishment of basic telephone service.

INTEREXCHANGE CHANNEL - That portion of a channel which connects stations in two or more exchanges.

LEASE LINE - A channel tying together two or more points in the exchange area for the sole use of the subscriber. It is terminated at each point on the subscriber owned equipment and is not connected to the central office switching equipment.

LINE ACCESS CHARGE - The charge for main station (excluding instrument charges) together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this tariff.

LINK-UP ALABAMA - Link-Up Alabama provides subsidized assistance qualifying low income households by providing a credit to the installation and connection charges applicable to the provisioning of residence service.

S9. DEFINITIONS**S9.1** Definitions (Continued)

LOCAL ACCESS AND TRANSPORT AREA (LATA) - Geographic area established for the purpose of defining the territory within which an Operating Company may offer its telecommunications services.

LOCAL CHANNEL - That portion of a channel which connects a station to an interexchanging channel or a channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE SERVICE - A type of localized calling whereby a subscriber can complete calls from his station to other stations within a specified area without the payment of long distance charges. It includes the use of exchange facilities required to establish connections between stations within the exchange and between stations and the toll facilities serving the exchange.

LOCAL MESSAGE - A completed communication between customer's stations located within the same exchange area or local service area.

LOCAL SERVICE AREA - The area within which telephone service is furnished customers under a specified schedule of exchange rates and without toll charges. A local service area may include one or more exchange areas.

MAINTENANCE OF SERVICE CHARGE - The charge for each visit by the Telephone Company to the premises of the customer, or authorized user, where the report results from the use of equipment provided by the customer, or authorized user.

MESSAGE - A completed telephone call regardless of length of call or time and distance involved.

MESSAGE RATE - Local exchange service billed on a per-message basis.

S9. DEFINITIONS**S9.1 Definitions (Continued)**

MINIMUM CONTRACT PERIOD - The minimum length of time for which a subscriber is obligated to pay for service, facilities and equipment, whether or not retained by the subscriber for such a minimum length of time.

MISCELLANEOUS COMMON CARRIERS - Miscellaneous Common Carriers, as defined in Part 21 of the Federal Communications Commission Rules, are communications common carriers which are not engaged in the business of providing either a public landline message telephone service or public message telegraph service.

MISCELLANEOUS SERVICE - Service not regularly furnished with the various classes of exchange service.

MOVE - A transfer of telephone service from one location to another on the same premises where there is no interruption of service other than is incident to the work involved. Transfers of telephone service and equipment from one premises to another, or from one location to another on the premises involving a break in the continuity of service and resulting in cessation of local service charges are not considered as moves, but as new service connections and service charges that may be applicable.

NETWORK CONTROL SIGNALING - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (Dialing), calling and called number identification, audible tone signals (call progress signals indicating recorder or busy conditions or altering tones) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT - The terminal equipment furnished, installed, and maintained by the Company for the provision of network control signaling.

NETWORK INTERFACE DEVICE (NID) - A standard FCC Registration Program jack or equivalent that is installed by the Telephone Company as part of the network access line on a customer's premises at a location determined by the Company which is accessible to the customer and consistent with FCC Registration regulations governing the location of the network interface device. The network interface device is located on the customer's premises and serves as the point of connection for all premises services to the telecommunications network.

S9. DEFINITIONS**S9.1** Definitions (Continued)

NETWORK TERMINATING WIRE - Wire installed for network service for a specific customer and used to connect the intrabuilding network cable or the outside plant distribution facilities to the Network Interface.

NEW SUBSCRIBER - Applicants having no basic monthly service or those subscribers changing service premises.

NON-RECURRING CHARGE - A one time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to recurring monthly charges.

POINT OF DEMARCATION - The point of physical interconnection (connecting block, terminal strip, protector or remote isolation device) between the telephone network and the customer premises wiring. This point is part of the telephone network, provided and maintained by the telephone company under this Tariff. The location of this point is at the Network Interface Device which is located outside at a point determined by the Company, which is accessible to the Customer.

PREMISES - The building, portion or portions of a building on continuous property used and/or occupied at one time by the customer in the conduct of his business or as a residence. Where floor space adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

PREMISES WIRE - All wiring within the same building or between buildings on the same continuous property of a customer and located on the customer's side of the network interface. In the absence of a network interface, all wiring on the customer's side of the first point of connection at a customer's premise.

S9. DEFINITIONS**S9.1** Definitions (Continued)

PRIVATE LINE - A circuit provided to furnish communication between two or more instrumentalities directly connected to it. Such instrumentalities do not have access to the general exchange and interexchange networks.

PRIVATE RIGHT-OF-WAY - A facility route granted to the Company on/or over private property.

PUBLIC TELEPHONE - An exchange station, either attended or equipped with coin collecting device, designed and placed for use by the public in general, at locations chosen or accepted by the Company.

REGISTERED TERMINAL EQUIPMENT - Terminal equipment which is registered in accordance with the rules and regulations in Part 68, Subpart C of FCC Docket 19528.

RESIDENCE SERVICE - Telephone service furnished to customers when the actual or obvious use is for domestic purposes.

RESTORATION CHARGE - A charge applying to restore service following a temporary suspension of such service for nonpayment of charges.

ROTARY HUNTING - Routes a call to an idle station line in a prearranged group when the called station line is busy.

- a. Terminal - The hunt always starts with the called station line and ends with the last station line in the prearranged group completing the call to the first idle station line encountered. Unless the first station line is called, only a portion of the group is tested.
- b. Circular Hunting - The hunt starts with the called station line and always proceeds in a prearranged order to test all lines in the group once, completing the call to the first idle station line.

S9. DEFINITIONS**S9.1** Definitions (Continued)

SERVICE CHARGE - A nonrecurring charge applying to the establishment of telephone service for a subscriber and subsequent alterations to that service.

SERVICE ORDER CHARGE - The charge for receiving and recording information and/or taking action in connection with a subscriber or applicant and processing the necessary data.

STATION - A unit of service, complete with all instrumentalities (e.g., telephone set, connecting block, protection apparatus, drop or block wiring) and lines (circuits), so arranged as to permit sending and receiving messages through the exchange and long distance network. Also denotes a termination of an individual exchange line provided in accordance with the provisions of this tariff.

SUBSCRIBER - See "Customer".

SWITCH - A unit of dial switching equipment which provides interconnection between station lines or trunks.

TARIFF - The rates, charges, rules and regulations adopted and filed by the Company and approved by the Alabama Public Service Commission.

TELEPHONE COMPANY - See "Company".

TELEPHONE NUMBER - A designation assigned to a telephone station exchange necessary for placing calls to the telephone station for identification in the assessment of message charges, etc.

TERMINAL EQUIPMENT - All equipment provided by common carriers and located on customer premises except over voltage protection equipment, coin operated or pay telephones, and multiplexing equipment to deliver multiple channels to the customer. Mobile radio equipment transmit earth stations are also not considered to be terminal equipment.

TERMINATION CHARGE - A charge applying when a subscriber discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item.

S9. DEFINITIONS

S9.1 Definitions (Continued)

TOUCHTONE CALLING SERVICE - A classification of exchange service whereby calls are originated through the use of pushbuttons in lieu of rotary dials.

TRUNK LINE - A circuit connected to the trunk side of the central office switch over which customers' messages are sent.

UNDERGROUND SERVICE CONNECTION - A subscriber's "drop" wire which is ran underground from a pole line or an underground distributing cable.

S9. DEFINITIONS

S9.2 Acronyms and Abbreviations

ABH - Average Busy Hour

ACCUNET - AT&T Switched Data Service Network

AND - Automatic Network Dialing

ATTCOM - AT&T Communications

ATTIS - AT&T Information Services

ATUR - Automatic Telephone Using Radio (Cellular System)

BCR - Billing, Collecting, Remitting

BHC - Busy Hour Calls

BNS - Bill Number Screening (TSPS)

BOC - Bell Operating Companies

BRA - Base Rate Area

BV - Busy Verification

CALC - Customer Access Line Charge

CCIS - Common Channel Inter-Office Signaling

CCLC - Common Carrier Line Charge

CDR - Call Detail Recording

CDRR - Call Detail Recording and Reporting

CIC - Carrier Identification Code

COWC - Central Office Work Charge

S9. DEFINITIONS

S9.2 Acronyms and Abbreviations (Continued)

CPE - Customer Premises Equipment

CTC - National Telephone of Alabama, Inc., dba/Cherokee Telephone Company

DOJ - Department of Justice

EAS - Extended Area Service

ECA - Exchange Carrier Association

EDA - Embedded Direct Analysis

FCC - Federal Communications Commission

IXC - Interexchange Carrier

ISDN - Integrated Services Digital Network

LATA - Local Access and Transport Area

LEC - Local Exchange Company

LMS - Local Measured Service

NECA - National Exchange Carrier Association

ONA - Open Network Architecture

PIN - Personal Identification Number

PL - Private Line

POP - Point of Presence

PSN - Public Switched Network

PVNR - Premise Visit Not Required

RCF - Remote Call Forwarding

SLC - Subscriber Line Charge

GENERAL SUBSCRIBER SERVICES TARIFF

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S10. DIRECTORY LISTINGS

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S10. DIRECTORY LISTINGS

S10.1 General

- A. These rates and regulations for directory listings apply only to the alphabetical section of the directory containing the regular alphabetical list of customers and do not apply to listings or advertising appearing in the classified section.
- B. The alphabetical list of names of customers is solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service, and special sequence or arrangement of names is not contemplated.

S10.2 Conditions

- A. The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.
- B. A listing must conform to the Company's specifications with respect to its directories.
- C. Listings are regularly provided in connection with all classes of exchange service. A listing may be omitted from the directory upon request of a customer in writing and under the conditions specified in Nonpublished (Private) or Nonlisted (Semi-Private) Service, concerning nonpublished or nonlisted listings, under rates, terms and conditions of service as provided in the Company's tariff and/or price list, as applicable.

S10. DIRECTORY LISTINGS**S10.2 Conditions (Continued)**

D. The length of the contract period for directory listings where the listing actually appears in the directory is the directory period. The directory period is from the day that the directory is distributed to the customers to the day the succeeding directory is distributed to the customers, unless the listing no longer services the customer because of disconnection, removal, etc., of the service, the minimum contract period will be for at least 30 days. When the listing appears on information records only, the minimum contract period will be for at least 30 days.

E. Definitions

1. Primary Listings

A Primary Listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.

- a. Listings will be limited to such information as is necessary for the proper identification of the customer.
- b. The length of a listing may be limited to the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
- c. The Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.

When two or more main station lines are consecutively operated, the first number of the group is considered the primary listing. Where two or more main station lines are not consecutively operated, a primary listing may be made for each line.

S10. DIRECTORY LISTINGSS10.2 Conditions (Continued)E. Definitions (Continued)2. Trade Names

A trade name created by adding a term such as Company, Agency, Shop, Works, etc., to the name of a commodity or service will not be accepted as a listing unless the subscriber shows that he is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgement are otherwise objectionable or unnecessary for identification purposes.

4. Dual Name Listing

Dual name listing will be a combined directory listing for any two people with the same last name and the same address. Those who qualify for a dual listing may include a husband and wife, a mother and daughter, father and son, brothers and/or sisters. In addition, the Company will allow a woman whose husband is deceased to list her own name and her husband's first name.

The dual name Primary Listing will be provided at no monthly charge.

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S11. LOCAL EXCHANGE BOUNDARY MAPS

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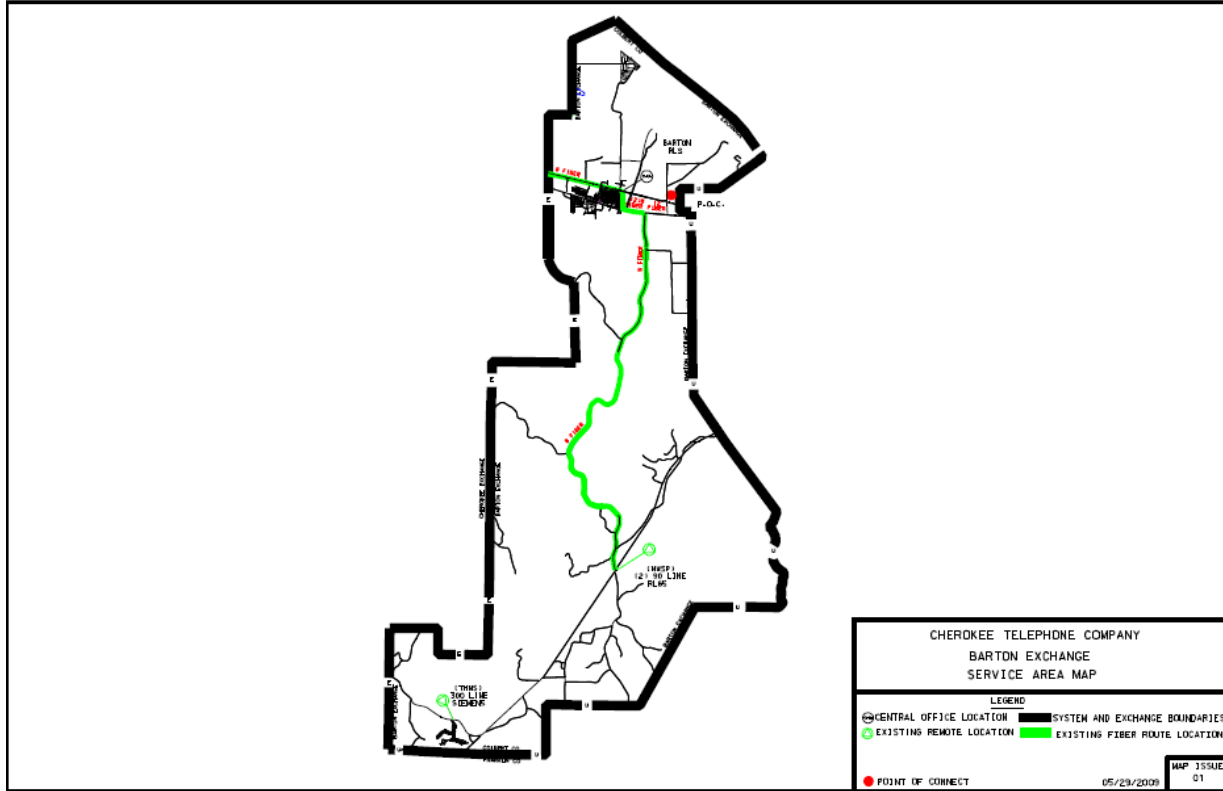
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S11. LOCAL EXCHANGE BOUNDARY MAPS

S11.1 Barton Exchange Boundary Map

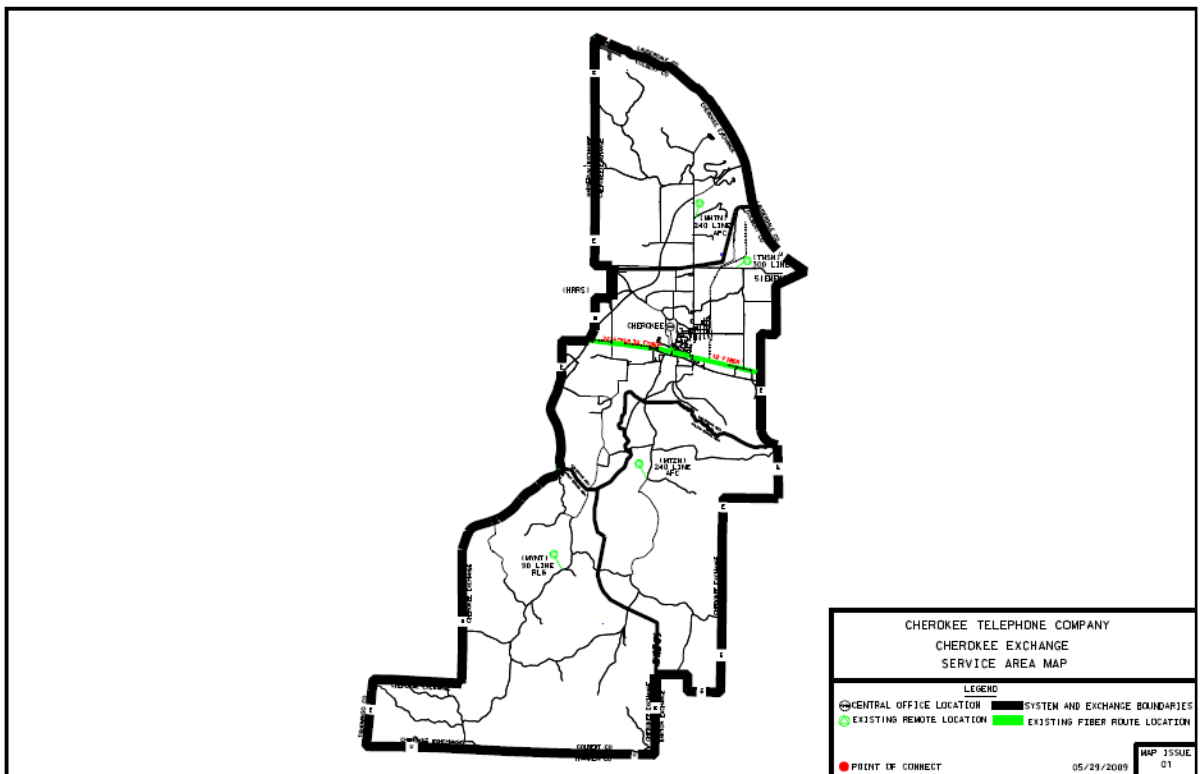


Issue Date: 5/15/07
Issued By: Lera Roark
Title: Vice President

Effective Date: 5/16/07
Docket No.:

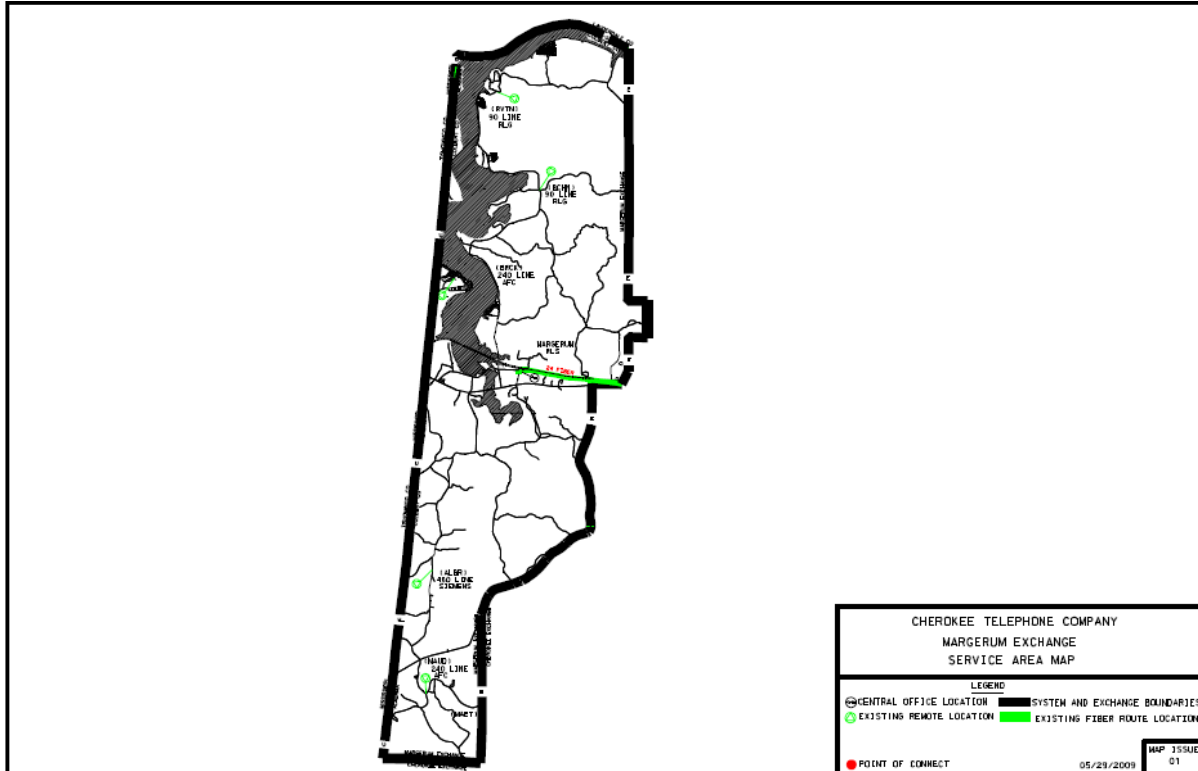
S11. LOCAL EXCHANGE BOUNDARY MAPS

S11.2 Cherokee Exchange Boundary Map



S11. SUPPLEMENTAL EQUIPMENT

S11.3 Margerum Exchange Boundary Map



GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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S12. INTRASTATE ACCESS SERVICES TARIFF

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National Telephone of Alabama, Inc.
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S12. INTRASTATE ACCESS SERVICES TARIFF

S12.1 Intrastate Access Services

National Telephone of Alabama, Inc. dba/Cherokee Telephone Company adopts the Exchange Carrier Association's Interstate Access Charge tariff for intrastate use effective as of April 16, 1996, and any successive issues thereto, as approved by the FCC. This tariff was filed with the FCC by the ECA on behalf of the ECA's member companies (this Company is a member Company of ECA). This tariff includes all the rules, regulations, rates and charges under which intrastate access services will be offered. Exceptions to this adoption of the tariff schedules are as follows:

1. Switched Access Rates (Per MOU)
 - a. Common Carrier Line

Originating	\$ 0.000000	(T)
Terminating	0.000000	(T)
 - b. Tandem Switched Facility

Originating	0.000116	(T)
Terminating	0.000195	(N)
 - c. Tandem Switched Termination

Originating	0.000539	(T)
Terminating	0.001017	(N)
 - d. Tandem Switching

Originating	0.000937	(T)
Terminating	0.002564	(N)
 - e. Local Transport Facility

Originating	0.000000	(R)
Terminating	0.000000	(R)
 - f. Local Transport Termination

Originating	0.000000	(T)
Terminating	0.000000	(T)
 - g. Residual Interconnection Charge

Originating	0.000000	(T)
Terminating	0.000000	(T)
 - h. Local Switching

Originating	0.031379	(T)
Terminating	0.032650	(N)
 - i. Information Surcharge

Originating	0.000165	(T)
Terminating	0.000513	(N)

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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S12.1 Intrastate Access Services (Continued)

2. The Company is a participating member in the Transition Service Fund ("TSF"), an access billing mechanism established by the Alabama Public Service Commission Order dated March 11, 1996, in Dockets 24499, 24472, 24030, and 24865, as administered by Gulf Telephone Company d/b/a CenturyLink, by which BellSouth and interexchange carriers/resellers purchasing Intrastate switched access from the Company and other participating local exchange carrier ("LEC") TSF members pay the TSF monthly an amount based upon their respective shares of participating TSF LEC's Local Switching minutes. The amount received by the Company from the TSF shall be reduced in accordance with, and subject to, the APSC's April 17, 2012 Order in APSC Dockets 28642 and 31816, and any amendments or clarifications thereto, with a corresponding reduction in the overall size of the TSF on July 3, 2012 and July 1, 2013.

Issue Date: 5/31/13
Issued By: James Garner
Title: Vice President

Effective Date: 7/02/13
Docket No.:

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Services**

The Telephone Company will, at the option of a Customer, provide the following Intrastate Recording, Billing and Collection Services:

- (A) Recording and Message Processing Service,
- (B) Billing Service,
- (C) Billing Analysis Service, and Billing Information Service

A. Recording and Message Processing Service

The Telephone Company will provide Recording and Message Processing Service in association with the offering of Feature Group C Switched Access Services for Customer messages that can be recorded by Telephone Company provided automatic message accounting equipment. In addition, where the Telephone Company records the Customer messages on manual tickets, the Telephone Company will provide Recording and Message Processing Service for the manual tickets. At offices where the Telephone Company provides Feature Group A Switched Access Service and has the ability to record the Feature Group A call detail with the automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific Customer, the Telephone Company will provide Recording and Message Processing Service for Feature Group A Switched Access Service.

The Telephone Company will provide Recording and Message Processing Service in its operating territory. The minimum territory for which the Telephone Company will provide Recording and Message Processing Service is all the equipped offices in its operating territory for which the Customer has ordered Feature Group A, B, D or C Switched Access Service.

For Feature Group C Switched Access Service[€], the term "customer message" used herein denotes a completed intrastate intraLATA call originated by a Customer's end user. A customer message begins when answer supervision from the premise of the ordering Customer is received by Telephone Company recording equipment indicating

[€]FGC service is only available to ATT of Alabama, formally BellSouth, pursuant to the NECA FCC tariff.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****A. Recording and Message Processing Service (Continued)**

that the called party has answered. A message ends when disconnect supervision is received by Telephone Company recording equipment from either the premise of the ordering Customer or the Customer's end user premises from which the call originated. Chargeable customer messages includes both originating customer messages and customer messages chargeable to Customer's end users.

For Feature Group A Switched Access Service, the term "customer message" used herein denotes a completed call over an intrastate Feature Group A Switched Access Service. A completed call includes both completed calls originated to and terminated from a Feature Group A Switched Access Service. A customer message begins in the originating direction when the off-hook supervision provided by the premise of the ordering Customer is received by the Telephone Company recording equipment. A customer message begins in the terminating direction when answer supervision is received by Telephone Company recording equipment indicating the called party has answered. A customer message ends in the originating direction when disconnect supervision is received by Telephone Company recording equipment from the premise of the ordering Customer. A customer message ends in the terminating direction when disconnect supervision is received by Telephone Company recording equipment from either the premise of the ordering Customer or the called party. Chargeable customer messages includes both originating customer messages and customer messages chargeable to Customer's end users.

1. General Description

Recording and Message Processing Service is the recording and transformation of Customer call detail into rated messages in preparation for billing. Recording and Message Processing Service includes the ticketing, editing and assembly, rating, and at the Customer's request, provision of rated messages to the Customer or other entities and is provided 24 hours per day, 7 days a week.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)A. Recording and Message Processing Service (Continued)1. General Description (Continued)

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through Switched Access Service for which answer and disconnect supervision has been received. Recording is provided 24 hours a day, 7 days a week.

Assembly and editing is the aggregation of the recorded customer message detail to create individual messages and the verification that the data required for rating, in accordance with the standard format established by the Telephone Company, is present. Assembly and editing is performed at least once a week.

Provision of customer message detail is the provision of magnetic tapes containing the assembled and edited customer message detail and when requested by the Customer, data-transmitting the assembled and edited customer message detail to the Customer, sorting the message detail, and providing name and address information for the message detail. Except for lost or damaged records, the recorded detail will be available to the Customer not more than five business days after the date all the detail requested by the Customer was processed by the Telephone Company.

2. Undertaking of the Telephone Company

(A) The Telephone Company will record all customer messages, which are accessible by the Telephone Company provided recording equipment or operators. Unavailable customer messages (i.e., certain Feature Group C operator and TSPS messages which are not accessible by Telephone Company provided recording equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Telephone Company. Assembly, editing and rating will be performed on all customer messages recorded during the billing period established by the Telephone Company. Except as set forth in B.1.(C) following, recorded message detail from previous billing periods will not be recovered and made available to the Customer.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****A. Recording and Message Processing Service (Continued)****2. Undertaking of the Telephone Company (Continued)**

- (B) A standard format for the provision of the rated customer message detail will be established by the Telephone Company and provided to the Customer. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will notify the involved Customers six months prior to the change.
- (C) At the request of a Customer, files containing the rated customer message details will be provided to the Customer as part of Recording and Message Processing Service. The Telephone Company will supply the file media. Unless specified otherwise by the Customer, the files will be sent to the Customer via first class U.S. Mail Service. Rated customer message detail will be provided in a format similar to that used by the Telephone Company as input to Bill Processing Service. All rated Customer message detail available to the Telephone Company will be provided to the Customer, if requested.
- (D) A record of Customer call details is required to provide Recording and Message Processing Service. Where the Customer provides the call details, the records must be in the standard format established by the Telephone Company. If the Customer provided records must be converted by the Telephone Company to the standard format of the Telephone Company, and the Telephone Company agrees to make the conversion, costs associated therewith will be on an ICB. The Telephone Company will provide to the Customer the precise details of the required standard format. If, in the course of Telephone Company business, it is necessary to change the standard format, the Telephone Company will provide notification to the Customers involved six months prior to the change.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)A. Recording and Message Processing Service (Continued)2. Undertaking of the Telephone Company (Continued)

- (E) Where the Customer subscribes to Bill Processing Service following and the Customer provides call details for Customer messages not originated within the Telephone Company territory, but chargeable to Customer's end users located within Telephone Company territory, all applicable Recording and Message Processing charges as set forth in paragraph A.7 following apply.
- (F) Upon acceptance by the Telephone Company of a Special Order for Recording and Message Processing Service from an Customer, the Telephone Company will determine the period of time to implement such service on an individual order basis.
- (G) If the Telephone Company must develop the Customer's schedule of rates into a rating program, program development charges, as set forth in paragraph A.1.7(F) following apply.
- (H) Changes in the rate levels of Customer charges will normally be implemented within 30 days after receipt of a Special Order from the Customer requesting such changes. Such changes will require modifications of the rating program. Program development charges will be as set forth in paragraph A.1.7(F) following.
- (I) Where the Telephone Company has rated customer messages which are to be billed to an end user by another Exchange Telephone Company, the Telephone Company will enter the customer messages on files. When the Customer has so arranged with an involved Exchange Telephone Company, the Telephone Company will deliver the rated message details to the other Exchange Telephone Company or Customer for billing to end users in its operating territories via first class U.S. Mail Service.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)A. Recording and Message Processing Service (Continued)2. Undertaking of the Telephone Company (Continued)

- (J) Where the rates for Customer services have been implemented under an accounting order pending final approval from a regulatory agency, the Telephone Company will keep such records as may be required to make any adjustments to the end users as may be ordered by the regulatory agency. The charges for such a service will be determined on an individual case basis.
- (K) Customer messages which the Telephone Company processes that cannot be rated in accordance with the Customer rate schedule will be reviewed by Telephone Company message investigation groups. Upon completion of the review, rated customer messages will be delivered to the Customer when the Customer orders such service or to Bill Processing Service when the Customer orders such service. Unrated messages will be handled in accordance with instructions that have been mutually determined by the Telephone Company and the Customer.
- (L) Recorded customer message detail which is used at the request of the Customer to provide Bill Processing Service is not retained by the Telephone Company for longer than 45 days. For recorded customer message detail not used by Bill Processing Service at the Customer's request, the Telephone Company will make every reasonable effort to recover recorded customer message detail previously made available to the Customer and make it available again for the Customer. Charges will be based on ICB for all such detail provided.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****A. Recording and Message Processing Service (Continued)****3. Liability of the Telephone Company**

The Telephone Company's liability for Recording and Message Processing Service is as follows:

- (A) If Customer message detail is not available because of the Telephone Company lost or damaged data files or incurred recording system outages, the Telephone Company will estimate the volume of lost customer messages and associated revenue based on previously known values. This estimated customer message volume will be included along with the customer message detail provided to the Customer and/or provided for Message Processing Service. In such events the extent of the Telephone Company's liability for damages shall be limited to the granting of a corresponding credit adjustment to the Customer amounts due to account for the unbillable revenue.
- (B) When the Telephone Company is notified that, due to error or omission, incomplete data has been provided to a Customer, the Telephone Company will make every reasonable effort to locate and/or recover the data and provide new files to the Customer at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the Customer. If the data cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in paragraph (A) preceding.
- (C) In the absence of willful misconduct, no liability for damages to the Customer or other person or entity other than as set forth in paragraphs (A) and (B) preceding shall attach to the Telephone Company for its action or the conduct of its employees in providing Recording and Message Processing Service.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)A. Recording and Message Processing Service (Continued)4. Obligation of the Customer

- (A) The Customer shall order Recording and Message Processing Service under a Special Order for each exchange where the service is desired. At the time Recording and Message Processing Service is initially ordered, the Customer shall order the service for a minimum period of not less than one calendar year. No later than six months prior to the end of an order period, the Customer shall notify the Telephone Company in writing if service is to be discontinued at the end of the period. If no notice is received from the Customer, the Telephone Company will automatically extend the services through an additional one year, using the most recent 12 months of capacity provided.
- (B) When Recording and Message Processing Service is ordered, the Customer shall furnish the Telephone Company, for each state and for the calendar year or fraction thereof, an estimate of the number of messages (message capacity), including those messages which may be bulk billed, to be processed. The Customer, at its option, may order additional Recording and Message Processing Capacity required to record and rate the additional messages subject to the subscription period of service for a minimum period of not less than one calendar year (at the additional level of capacity ordered).

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S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

A. Recording and Message Processing Service (Continued)

4. Obligation of the Customer (Continued)

- (C) The Customer's terminal location shall provide such signals as may be required for the proper operation of the Telephone Company's automatic message accounting equipment used to perform the detail recordings.
- (D) When the Customer furnishes Customer detail for Recording and Message Processing Service, it shall retain a copy of the detail furnished for at least 90 days.

5. Payment Arrangements and Audit Provision

(A) Audit Provision

Upon reasonable written notice by the Customer to the Telephone Company, the Customer shall have the right through its authorized representative to examine and audit, during normal business hours and at reasonable intervals as determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the recording of messages for which amounts may be payable to the Customer. Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)A. Recording and Message Processing Service (Continued)5. Payment Arrangements and Audit Provision (Continued)(A) Audit Provision (Continued)

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

(B) Minimum Monthly Charge

Recording and Message Processing Service is subject to a minimum monthly charge. The minimum monthly charge is the average of one-twelfth of the largest message capacity ordered per calendar year.

(C) Cancellation of a Special Order

A Customer may cancel a Special Order for Recording and Message Processing Service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for Recording and Message Processing Service is the date the Customer requests the recordings to start.

When a Customer cancels a Special Order for Recording and Message Processing Service after the order date but prior to the start of service, the minimum monthly charge will apply.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)A. Recording and Message Processing Service (Continued)5. Payment Arrangements and Audit Provision (Continued)(D) Changes to Special Orders

When a Customer requests material changes to a pending Special Order for Recording and Message Processing Service, the pending Special Order will be cancelled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new Special Order. Material changes to a pending Special Order for Recording and Message Processing Service include changes in the location and/or number of Telephone Company recording locations, changes in sorting parameters, provision of end user phone number and address, provision of data transmission to a Customer location of Customer recorded message detail, and changes in schedules, dates or intervals for receipt of Customer recorded message detail. Non-material changes to a pending Special Order include changes in Customer name, Customer address and Customer requests to receive Recording and Message Processing Service output at the Telephone Company location instead of through U.S. Mail. All cancellation charges as set forth in paragraph 8 preceding will apply for the cancelled Special Order.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****A. Recording and Message Processing Service (Continued)****6. Rate Regulations**

- (A) The Recording and Message Processing Service charges for recording, editing and assembly, and rating apply per message rated whether or not the Customer's schedule of rates specifies billing on a per message basis or any other basis.
- (B) When message detail is data-transmitted to or received from a Customer or Exchange Telephone Company location by the Telephone Company, charges will be as set forth in paragraph A.1.7(E) following.
- (C) When message detail is entered on a data file or file media for provision of message detail to a Customer, the per tape charge applies for each data file or tape prepared, and the per record charge applies for each detail record entered on the data file or tape. The Telephone Company will determine the charges based on the number of data files or file media prepared and on its count of the records processed. The number of records processed will be determined using the number of records input to or the number of records output from the programs that process the information and load the file media or data file, whichever number of records is higher.
- (D) All rates and charges for Recording and Message Processing Service remain in effect unless cancelled or otherwise modified by approved revisions to this tariff.
- (E) The per Special Order charge applies for each Special Order accepted by the Telephone Company for Recording and Message Processing Service.

GENERAL SUBSCRIBER SERVICES TARIFF

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S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

A. Recording and Message Processing Service (Continued)

6. Rate Regulations (Continued)

(F) The Program Development Charges as set forth in paragraph A.1.7(F), apply on either a basic or premium basis when the Telephone Company is require to make programming changes to meet customer needs. The Telephone Company will keep a count of the hours and fraction thereof to provide program development and will bill the customer accordingly. The hours for each service ordered will be summed and then rounded to the nearest hour. When the total is less than one hour, a one hour minimum will be used to determine the charges.

7. Rates and Charges

The rates and charges on a per unit basis are listed following:

	<u>Rate</u>
(A) Recording, editing and assembly, and rating, per Customer message	\$0.0483
(B) Additional recording, editing and assembly, and rating charge for messages above the Customer message capacity ordered	\$0.0483
(C) Provision of rated message detail, per record entered	\$0.0094
(D) Provision of rated message detail, per tape	\$17.48
(E) Data transmission of rated Customer message details between other Customer or Exchange Telephone Company locations, per record transmitted or per record received	\$0.0084

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
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S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

A. Recording and Message Processing Service (Continued)

7. Rates and Charges (Continued)

Rate

- | | | |
|-----|---|---------|
| (F) | Program Development | |
| | -Basic, per hour | \$57.74 |
| | (applicable to work performed within the Telephone Company's normal work schedule and using the normal work force) | |
| | -Premium, per hour | \$80.07 |
| | (applicable to work performed outside the Telephone Company's normal work schedule and/or which requires additions to the work force) | |

B. Billing Service

At the request of a Customer, the Telephone Company will provide Billing Service at its discretion, with reasonable effort and notice.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(A) General Description**

- (1) Bill Processing Service is the preparation of bills for message-billed service and bulk-billed service, mailing of statements of the amounts due for service received from the Customer and the collection of deposits and monies due from the end users. Bill Processing Service includes message-billed (when necessary) and bulk-billed account establishment, posting of rated messages and rate elements, rendering of bills, collection of deposits, inquiry, receiving payments, maintenance of accounts, treatment of accounts, and message investigation (when ordered by the Customer).
- (2) Bulk-billed service is a billing service for an end user account with a WATS Access Line or WATS type service access line where individual Customer messages are not posted to the account and are not listed on the bill rendered to the end user.
- (3) A bulk-billed billing item is one unit of billable charges of the Customer's bulk-billed service offerings, such as each individually rated service or equipment components, or access lines, on a recurring or nonrecurring basis, which are separately identified on the end user bill.

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

1. Bill Processing Service (Continued)

(A) General Description (Continued)

- (4) Message-billed service is a billing service for an end user account with an end user common line where individual Customer messages are posted to the account and are listed on the bill rendered to the end user.
- (5) Account establishment is the preparation of a Customer end user record so that a bill can be sent to that end user.
- (6) Rendering of bills is the preparation and mailing of statements of the deposits and amounts due from the end user for Customer message-billed and bulk-billed services. These statements may, at Telephone Company choice, be included as part of the regular monthly bill for local Telephone Exchange Service mailed to the end user and not in violation of its local billing tariffs on file with the State Regulatory Commission.
- (7) Receiving payment and maintenance of accounts is the collecting of monies from end users for services furnished by the Customer and maintenance of records of all transactions.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(A) General Description (Continued)**

- (8) Treatment of accounts is the forwarding of notices of delinquent or unpaid end user accounts, posting of credits and adjustments, and when necessary as determined by the Telephone Company, denial of the Customer's service and/or local Telephone Exchange Services to an end user. Where local Telephone Exchange Service access is denied, access to Customer service will also be denied.
- (9) Message investigation is that activity undertaken by the Telephone Company to secure, or attempt to secure, proper billing information for Customer messages.
- (10) Inquiry is the answering of end user questions about charges billed for Customer services and applications of credits and adjustments to end user accounts and review of customer messages removed from an end user's bill.

(B) Undertaking of the Telephone Company

- (1) When Bill Processing Service is ordered by a Customer, the Telephone Company will establish and maintain end user accounts and prepare and render bills for all Customer messages, bulk-billed messages and related rate elements it possesses in a state as set forth in paragraphs (2) through (14) following at rates and charges as set forth in paragraph B.1.(G) following.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(B) Undertaking of the Telephone Company (Continued)****(1) (Continued)**

The Telephone Company will not establish an end user account with any Customer balance due. In addition, the Telephone Company will determine, in accordance with Telephone Company deposit regulations, and collect a deposit to be billed to the end user for the Customer service. The Telephone Company may bill the service deposit when an end user account is established or for established accounts when the first message is posted o the end user account.

The Telephone Company will, when necessary in accordance with the Telephone Company deposit regulations, collect the deposit and will maintain a deposit balance for each end user account.

(2) Rated Customer messages in Telephone Company format are required to provide Bill Processing Service. The Telephone Company will provide Bill Processing Service only for Customer messages originating or recorded within the operating territory of the Telephone Company. The Customer messages which the Telephone Company will process may be Customer messages from Recording and Message Processing Services as

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(B) Undertaking of the Telephone Company (Continued)

(2) (Continued)

set forth in paragraph A.1 preceding or, at the direction of the Customer, other customer messages which are chargeable in accordance with the rate schedule furnished by the Customer.

Any sent-paid coin messages provided as input by the Customer will be processed unless the Customer specifies in writing that such messages are not to be processed. When such messages are processed, bill processing charges will apply. When such messages are not processed they may not be included in any message detail provided to the Customer.

- (3) A record of Customer call details is required to provide Bill Processing Service. Where a Customer subscribes to Recording and Message Processing Service as set forth in paragraph A.1 preceding, those recorded details may be used as the input. Where the Customer provides the call details, the records must be in the standard format established by the Telephone Company and delivered to the location specified by the Telephone Company. If the Customer provided records must be converted by the Telephone Company to the standard format, and the Telephone Company agrees to make the conversion, the program development charges as

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(B) Undertaking of the Telephone Company****(3) (Continued)**

forth in paragraph (G) following apply for the hours required to design, develop, test and maintain the necessary programs. The assembling and editing charge, as set forth in paragraph A.1.7 preceding, applies in addition to all other charges for all such details converted by the Telephone Company. The Telephone Company will provide to the Customer the precise details of the required standard format. If, in the course of Telephone Company business, it is necessary to change the standard format, the Telephone Company will provide notification to the involved Customers six months prior to the change. If the Customer requests the Customer provided call details be reprocessed by the Telephone Company because of a Customer error, the Telephone Company will reprocess the Customer provided call details and the appropriate charges as set forth in paragraph (G) following will apply.

(4) The Telephone Company will develop the Customer's schedule of rates into a rating program. Program development charges, as set forth in paragraph (G) following, apply for the hours required to design, develop, test and maintain the necessary programs.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(B) Undertaking of the Telephone Company

- (5) Upon acceptance by the Telephone Company of a Special Order for Bill Processing Service from a Customer, the Telephone Company will determine the conditions and the period of time to implement such service on an individual order basis.
- (6) Changes in the rate levels of Customer charges to be billed will normally be implemented within 30 days after receipt of a Special Order from the Customer requesting such changes. Such changes will require modifications of the rating program. Program development charges, as set forth in paragraph (G) following, apply for the hours required to design, develop, test and maintain the necessary program changes. If any customer message detail must be reprocessed in order to apply the rate changes, the appropriate bill processing charges as set forth in paragraph (G) following and Recording and Message Processing charges in paragraph A.1.7 preceding apply for all Customer messages reprocessed.
- (7) Changes in the rate structure for Customer services to be billed also require a change in the rating program. When the Telephone Company determines that it can accommodate the changes, the conditions and the period of time required to make such changes will be determined on an individual order basis. Program development charges, as set forth in paragraph (G) following,

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(B) Undertaking of the Telephone Company (Continued)

(7) (Continued)

apply for the hours required to design, develop, test and maintain the necessary program changes. If any Customer message detail must be reprocessed in order to apply the rate structure changes, the appropriate bill processing charges as set forth in paragraph (G) following and Recording and Message Processing Service charges in paragraph A.1.7 preceding apply for all customer messages reprocessed.

- (8) Where the Telephone Company has rated customer messages which are to be billed to an end user by another Exchange Telephone Company, the Telephone Company will enter the messages on a data file which can be used for data transmission of the details. When the Customer has so arranged with an involved Exchange Telephone Company, the Telephone Company will transmit the rated message details to such other Exchange Telephone Company for billing to end users in its operating territories. When the Customer does not have billing arrangements with an Exchange Telephone Company, rated messages for such an Exchange Telephone Company will be delivered to the Customer. The charges as set forth in paragraph (G)(1) following apply to rated messages that are data-transmitted to the other Exchange Telephone Companies. The charges as set forth

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(B) Undertaking of the Telephone Company (Continued)****(8) (Continued)**

in paragraph (G)(1) following apply to rated customer messages that are delivered to the Customer. When the Customer message details are data- transmitted to the location designated by the Customer, the data transmission charges will be determined as set forth in paragraph A.1.7(E) preceding. Program development charges as set forth in paragraph (G)(9) following apply for the hours required to design, develop, test and maintain the necessary programs.

(9) The Telephone Company will not provide any information related to Bill Processing Service accounts under this section of the tariff. Bill Processing Services information may be obtained as set forth in B.4. following.

(10) The Telephone Company will provide message-billed Bill Processing Service with inquiry and bulk-billed Bill Processing Service with inquiry on an ICB.

(11) Rated customer messages input to Bill Processing Service which the Telephone Company cannot bill for any reason will be reviewed by the Telephone company's message investigation groups. Upon completion of the review, the billable messages will be posted to the Customer's end users.

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

1. Bill Processing Service (Continued)

(B) Undertaking of the Telephone Company (Continued)

(11) (Continued)

Unbillable messages will be handled in accordance with instructions that have been mutually determined by the Telephone Company and the Customer, and the appropriate charges, as set forth in paragraph B.1.(G) following, will apply.

(12) The Telephone Company will make adjustments to end user balances due to account for application of credits authorized by Customer inquiry instructions and Customer furnished statements.

(13) Where the rates for Customer services have been implemented under an accounting order pending final approval from a regulatory agency, the Telephone Company will, upon written request from the Customer, keep such records as may be required to make any adjustments to the end users as may be ordered by the regulatory agency. The charges for such a service will be determined on an individual case basis.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(C) Liability of the Telephone Company**

The Telephone Company liability for Bill Processing Service is as follows:

- (1) If Bill Processing Service detail is not available because the Telephone Company lost or damaged records or incurred processing system outages, the Telephone Company will attempt to recover the lost Customer detail. If the lost Customer detail cannot be recovered and the Telephone Company recorded the details, the Customer detail and the extent of the Telephone Customer's liability for damages will be as set forth in paragraph B.1.(A) preceding. If the lost Customer detail cannot be recovered and the Customer provided the detail, the Customer will be requested to resupply the detail. If the Customer cannot resupply the detail, the detail and the extent of the Telephone Company's liability for damages will be as set forth in paragraph B.1.(A) preceding. This recovered detail will be included in message detail provided to the Customer when the Customer orders such services and any recovered Customer messages will be billed.
- (2) When the Telephone Company is notified that, due to its error or omission, incomplete Customer detail has been provided to a Customer, the Telephone Company will make a reasonable effort to recover and provide the Customer detail to the Customer at no additional charge.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(C) Liability of the Telephone Company (Continued)

(2) (Continued)

Such request to recover the Customer detail must be made within 30 days from the date the Customer detail was initially made available to the Customer. If the detail cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in paragraph B.1.(A) preceding.

- (3) If the Telephone Company finds, or is notified of, an error in billing to an end user, it will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provides the service. If the error is caused by the Telephone Company and the Telephone Company cannot bill the proper end user in a timely manner, the extent of the Telephone Company's liability for damages will be the known amount misbilled or when the amount misbilled is unknown, limited as set forth in paragraph B.1.(A).

- (4) In the absence of willful misconduct, no liability for damages to the Customer or other person or entity other than as set forth in paragraphs (1), (2), and (3) preceding shall attach to the Telephone Company for its action or the conduct of its employees in providing Bill Processing Service.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(D) Obligations of the Customer

- (1) The Customer shall order Bill Processing Services under a Special Order for exchanges where service is desired. The Customer shall be responsible for all balances due from end users that exist prior to ordering Bill Processing Service. At the time Bill Processing Service is initially ordered, the Customer shall order the service for a minimum of one calendar year. Thereafter, upon six months' written notice, additional service may be ordered for one calendar year at the rates and charges as set forth in paragraph B.2.(G) following. Not later than six months prior to the end of an order period, the Customer shall notify the Telephone Company in writing if service is to be discontinued at the end of the period. If no notice is received from the Customer, the Telephone Company will automatically extend the services for another calendar year, using the most recent 12 months of capacity provided. All appropriate charges, as set forth in paragraph B.2.(G) following, for another year will apply and the minimum charges will be based on the most recent 12 months of message capacity and/or bill capacity provided.

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

1. Bill Processing Service (Continued)

(D) Obligations of the Customer (Continued)

- (2) The Customer shall furnish all information necessary for the Telephone Company to provide the Bill Processing Service, including any per-month service charges applicable to an end user and an affidavit that states whether the Customer service is subject to any federal taxes and/or state taxes, unless the Customer concurs in total with the tax status of end users provided Exchange Service by the Telephone Company. When Customer messages are to be billed by an entity other than the Telephone Company, the Customer shall furnish written instructions as to how the rated Customer messages are to be provided to that other entity. If the Customer does not furnish complete instructions, all resulting unbillable messages will be delivered to the Customer. The information shall be furnished by the Customer in a timely manner.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(D) Obligations of the Customer (Continued)

- (3) The Customer shall furnish to the Telephone Company a written schedule of its rates and charges in sufficient time to allow the Telephone Company to establish a rating program. The Customer's rate structure must be consistent with established Telephone Company rating methodologies. The interval required to establish a rating program must be mutually agreeable to the Telephone Company and the Customer.
- (4) When the Customer orders Bill Processing Service, it shall authorize the Telephone Company in writing to deny service to end users for nonpayment, in accordance with the Telephone Company's non-payment regulations under the Telephone Company's General Subscriber Tariff approved by the State Regulatory Commission. The Customer will notify its end users through its tariffs or other means that the Telephone Company will deny service for non-payment.
- (5) The Customer shall be responsible for all contact and arrangements with its end users concerning the provision and maintenance of the Customer's service, including prior Customer balances due from end users.

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

1. Bill Processing Service (Continued)

(D) Obligations of the Customer (Continued)

- (6) When the Customer furnishes recorded and/or rated Customer message detail for Bill Processing Service, it shall be responsible to deliver the detail to the location specified by the Telephone Company and it shall retain a copy of the detail furnished for at least 90 days.
- (7) The Customer agrees to permit the Telephone Company to, when necessary in accordance with Telephone Company deposit regulations, determine and collect Customer service deposits from all end users of the Customer's services for which the Telephone Company provides billing for the Customer. The Customer will notify its end users through its tariffs or other means that the Telephone Company will, when necessary in accordance with Telephone Company deposit regulations, determine and collect Customer service deposits. The Customer will also include in its tariff and service arrangements, and obtain regulatory concurrence, for the Telephone Company deposit regulations that the Telephone Company will use to determine and collect end user service deposits.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(E) Payment Arrangements and Audit Provision(1) Audit Provision

Upon written notice by the Customer which is a common carrier to the Telephone Company, the Customer shall have the right, through its authorized representative, to examine and audit, during normal business hours and at reasonable intervals determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the amount payable to the Customer. Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

Any information received by the Customer or its authorized representative during the audit is to be considered confidential and not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(E) Payment Arrangements and Audit Provision (Continued)(2) Minimum Period

The minimum period for which Bill Processing Service is provided and for which charges apply is one full calendar year ending December 31. If the Customer orders Bill Processing Service to begin on other than January 1, the minimum period expires on December 31 of the year following.

If the service is discontinued prior to the end of the period ordered, monthly charges as specified in (3) following apply for each remaining month and fraction of a month.

(3) Minimum Monthly Charge

Bill Processing Service is subject to a minimum monthly charge. For message-billed service processing, the minimum monthly charge is one twelfth of the average message capacity per previous calendar year, or per message capacity ordered whichever is greater.

(4) Cancellation of a Special Order

A Customer may cancel a Special Order for Bill Processing Service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the Special Order is to be cancelled.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(E) Payment Arrangements and Audit Provision (Continued)

(4) (Continued)

The verbal notice must be followed by written confirmation within 10 days. The service date for Bill Processing Service is the date the Customer and the Telephone Company mutually agree the service is to start.

When a Customer cancels a Special Order for Bill Processing Service after the order date, but prior to the start of service, a charge equal to the Special Order charges, program development costs and any nonrecoverable capital costs incurred by the Telephone Company will apply to the Customer.

(5) Changes to Special Orders

When a Customer requests changes to a pending Special Order for Bill Processing Service, such changes will be undertaken if they can be accommodated by the Telephone Company. A charge equal to any cost incurred by the Telephone Company because of the change will apply.

(F) Rate Regulations

- (1) The Bill Processing Service message charges apply during the yearly periods ordered by the Customer. The Telephone Company will initiate rate changes to the Bill Processing Service charges as set forth in paragraph (G) following that apply to the Customer=s

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(F) Rate Regulations (Continued)****(1) (Continued)**

order during the yearly period for that specific order. Telephone Company rate changes filed either prior to or after a Customer's order, or the automatic extension of a Customer's order, but prior to the commencement of service for that order or extension, will be applied upon their effectiveness during the yearly period. For the purpose of determining the charges applicable to bulk-billed service for Bill Processing Service, a bulk-billed message is a Customer message which is used by the Telephone Company to develop the Customer bulk-billed charge.

(2) During any yearly period in which the actual Customer messages processed and/or billed exceeds the message capacity ordered, by 110 percent, additional charges apply.

(3) The invoice billing and collection processing message-billed service charge applies each month that one or more messages, unpaid balances of Customer charges or related rate elements are billed to an end user. When both interstate and state Customer messages are billed by the Telephone Company to the end user on the same bill for the Customer, the invoice billing and collection processing-message-billed service charge times 0.5 applies each month.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(F) Rate Regulations (Continued)

- (4) An invoice billing and collection processing bulk-billed service charge applies each month that one or more bulk-billed charges or unpaid balances of Customer charges are billed to an end user. When both interstate and state Customer bulk-billed charges are billed by the Telephone Company to the end user on the same bill for the Customer, the invoice billing and collection processing bulk-billed service charge times 0.5 applies each month.
- (5) The end user account activity charge applies whenever an end user account is established or changed pursuant to a Customer order or whenever a nonrecurring or recurring Customer rate element is added or changed in the account. An end user account is a record for message-billed service or a bulk-billed service which has a unique name and address and billing identification number, assigned by the Telephone Company, to which a bill is rendered.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****1. Bill Processing Service (Continued)****(F) Rate Regulations (Continued)****(5) (Continued)**

- (a) The end user account activity charge applies whenever the Customer furnishes to the Telephone Company end user account information that establishes or changes the information, rates or balance due associated with an end user account.
- (b) The end user account establishment and change charge applies whenever Customer furnished information is used by the Telephone Company to establish or change end user account data or rate elements, or balances due, except for information to change end user account rate element rate levels or rate structure. End user account rate element rate level and rate structure change charges are applied as set forth in paragraphs 8 and (d) following.

In addition, the end user account establishment and change charge does not apply when rated Customer messages are posted to a message-billed account associated with an end user common line. The end user account establishment and change charge applies for each account established, rate element established, account changed, rate element changed and balance due changed.

- 8 The end user account rate element rate level change charge applies whenever Customer furnished information is used by the Telephone Company to change an end user account rate element rate level. The charge applies for each end user account rate element rate level changed.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)1. Bill Processing Service (Continued)(F) Rate Regulations (Continued)

(5) (Continued)

(d) The end user account rate element rate structure change charge applies whenever Customer furnished information is used by the Telephone Company to change an end user account rate element rate structure. The charges to make the end user account rate element rate structure changes will be determined on an individual case basis.

(6) Program development changes or alterations of software to provide Bill Processing Services for Customers will be as set forth in paragraph (G) following. The basic per hour rate and the premium per hour rate for program development is for the use of one hour of one Telephone Company programmer's time.

The Telephone Company will keep a count of the hours and fraction thereof used by Telephone Company personnel to provide program development and will bill the Customer in accordance with these records. The hours for each service ordered will be summed and then rounded to the nearest hour, except that when the total is less than one hour, one hour will be used to determine the charges.

All rates and charges for Bill Processing Service remain in effect unless cancelled or otherwise modified by approved revisions to this tariff.

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

1. Bill Processing Service (Continued)

(G) Rates and Charges

The rates and charges are:

	<u>Rate</u>
(1) Message-billed service processing, per Customer message	\$0.0134
(2) Additional message-billed service processing, per message above the message capacity ordered	\$0.0134
(3) Messages that are investigated prior to, or at the time of billing in an effort to bill them to proper end users per message investigated	\$0.2500
(4) Bulk-billed service processing per Customer billing item	\$0.0222

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

1. Bill Processing Service (Continued)

(G) Rates and Charges (Continued)

	<u>Rate</u>
(5) Invoice billing and collection processing-message-billed service, in which one or more messages or message service related rate elements are billed, per bill rendered for an end user account, each	\$0.82
(6) Additional invoice billing and collection processing-message-billed service, per bill rendered above the capacity ordered	\$0.82
(7) Invoice billing and collection processing-bulk-billed service, in which a charge associated with a bulk-billed service is billed, per bill rendered for an end user account, each	\$0.82

GENERAL SUBSCRIBER SERVICES TARIFF

National Telephone of Alabama, Inc.
dba/Cherokee Telephone Company

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S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

1. Bill Processing Service (Continued)

(G) Rates and Charges (Continued)

	<u>Rate</u>
(8) End user account activity, per end user account established or changed, or per recurring and nonrecurring rate element established or changed, each	\$10.41
(9) Program Development - Basic, per hour (applicable to work performed within the Telephone Company's normal work schedule and using the normal work force)	\$57.74
- Premium, per hour (applicable to work performed outside the Telephone Company's normal work schedule and/or which requires additions to the work force)	\$80.07
(10) Special Order Charge	\$24.85

2. Customer's Accounts Receivable

When mutually agreeable to the Telephone Company and the Customer, the Telephone Company will purchase the Customer's accounts receivable. The treatment of Customer's accounts receivable will be on a nondiscriminatory ICB.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)3. Purchase of Accounts Receivable

The Telephone Company will, unless the Telephone Company decides to act as billing agent for the Customer, purchase from the Customer its accounts receivable that arise from bills rendered by the Telephone Company to that Customer's end users. The purchase of accounts receivable will be limited to amounts due the Customer when the Telephone Company provides Bill Processing Service and/or Private Line Billing Service for that Customer. After a Customer orders Bill Processing Service and/or Private Line Billing Service and the Telephone Company is purchasing the Customer's accounts receivable, the Customer is prohibited from assigning, transferring, selling, exchanging or giving these accounts receivable to any other entity or person. The Customer will provide a written assurance to the Telephone Company as to such forbearance and any such assignment, transfer, sale, exchange or gift is null and void and will subject the Customer to all liabilities, expenses, costs including attorney fees expended and incurred by the Telephone Company in pursuing exclusive ownership to the accounts receivable.

The Telephone Company's purchase of a Customer's accounts receivable shall be with recourse adjustments as set forth in paragraph (B) following to account for amounts due the Customer that the Telephone Company is unable to collect from the end users which use the Customer's service. The amounts due the Customer for the purchase of its accounts receivable will be determined as follows:

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)3. Purchase of Accounts Receivable (Continued)(A) Total Current Amount Billed

The Telephone Company for each end user bill day (i.e., the billing date on a bill for an end user of a Customer's service) will determine from its records the total current amount lawfully billed to the Customer's end users for Customer services, including all taxes applicable to such services. A Total Current Amount Billed will be determined for each Customer for each end user bill day.

(B) Recourse Adjustments

For each bill day, the Telephone Company will make recourse adjustments to the Total Current Amount Billed as follows:

(1) End User Adjustments

For each bill day, the Telephone Company will subtract from the Total Current Amount Billed the lawfully billed amounts which the Telephone Company removes from end users balances due in accordance with Customer inquiry instructions.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)3. Purchase of Accounts Receivable (Continued)(B) Recourse Adjustments (Continued)(2) Telephone Company and Customer Adjustments

For each bill day, the Telephone Company will subtract from the Total Current Amount Billed amounts for end user bills which the Telephone Company delivers to the Customer and amounts for gross receipts taxes, if any, the Telephone Company is legally obligated to pay in connection with accounts purchased by and amounts billed and collected by the Telephone Company pursuant to paragraphs B.1. and B.2. preceding. In addition, for each bill day, the Telephone Company may make adjustments to the Total Current Amount Billed to account for amounts on statements received from the Customer for additions or subtractions to an end user balance due for services billed in prior periods. Also, each bill day, the Telephone Company may make adjustments to the Total Current Amount Billed to account for additions and subtractions for Customer or Telephone Company prior billing period errors.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)3. Purchase of Accounts Receivable (Continued)(B) Recourse Adjustments (Continued)(3) Uncollectible Adjustments

For each bill day, the Telephone Company will subtract from the Total Current Amount Billed an amount for uncollectibles. Uncollectibles are amounts billed by the Telephone Company to end users on Final Customer Bills that are added to the Uncollectible (realized) Accounts of the Telephone Company. The Telephone Company will determine the Customer amount for uncollectibles for each bill day by multiplying the Total Current Amount Billed by the Customer uncollectible factor rounded up to the nearest 1/1000th as determined in paragraphs (a) or (b) following.

- (a) To determine the Customer uncollectible factor, except for the initial three months that Bill Processing Services and/or Private Line Billing Service is provided to the Customer, the Telephone Company will determine from its records the dollar amount lawfully billed on Final Customer Bills which, after standard collection efforts are completed, is added to its uncollectible (realized) accounts (uncollectible amount) for bills rendered to end users in the most recent 3 month period. This uncollectible amount will include adjustments to account

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)3. Purchase of Accounts Receivable (Continued)(B) Recourse Adjustments (Continued)(3) Uncollectible Adjustments (Continued)

(a) (Continued)

for any payments received by the Telephone Company for outstanding Final Customer Bill amounts that pre-date the most recent 3 month period and any deposits held by the Telephone Company for services provided to the end users where Final Customer Bills have been rendered.

The uncollectible amount (including where necessary the Customer's or its predecessor company's history of uncollectible to develop a full recent 3 month period) will be used by the Telephone Company in an uncollectible apportionment study to determine the realized uncollectible amount for each Customer which is provided Bill Processing Service and/or Private Line Billing Service by the Telephone for the most recent 3 month period. This realized uncollectible amount for a Customer will, after the adjustment to account for Customer amounts for uncollectibles for the previous 3 month period which were greater or lesser than the realized uncollectible amount for the same 3 month period, be divided by the Total Current Amount Billed for the Customer for the same most recent 3 month period to develop a Customer uncollectible factor. This factor will be used by the Telephone Company for the next 3 months to determine the Customer amount for uncollectibles. Just prior to the end of the 3 month period, the Telephone Company will determine a new Customer uncollectible factor in the same manner as above for the ensuing 3 month period.

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

3. Purchase of Accounts Receivable (Continued)

(B) Recourse Adjustments (Continued)

(3) Uncollectible Adjustments (Continued)

- (b) When a Customer orders Bill Processing Service and/or Private Line Billing Service, the Customer at the time such services are ordered shall provide to the Telephone Company a history of its or its predecessor company's uncollectibles. This history of uncollectibles shall indicate by month its total amounts billed and its uncollectible amounts. The Telephone Company will use these data to develop the Customer uncollectible factor for the first three months. To the extent that such Customer or its predecessor company data do not exist, then the Customer uncollectible factor for the first three month period will be determined on an individual case basis. The Customer uncollectible factor developed either from Customer history or on an individual case basis will be used to determine the Customer amount for uncollectibles for the first three month period.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.2 Intrastate Billing and Collection Service (Continued)****B. Billing Service (Continued)****3. Purchase of Accounts Receivable (Continued)****(C) Payments of Net Purchase Amount to the Customer**

- (1) The Telephone Company will purchase accounts receivable from the Customer on each end user bill day for an amount (purchase amount) which equals the Total Current Amount Billed as set forth in paragraph (A) preceding after known adjustments as set forth in paragraph (B) preceding have been made. On the date (payment date) determined by adding 31 days to the end user bill day or on 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, the Telephone Company will remit payment to the Customer for the purchase amount less additional adjustments as set forth in paragraphs (B)(1) and (B)(2) preceding (net purchase amount) received by the Telephone Company prior to the payment date. Payment will be made in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the Second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for the net purchase amount will be due to the Customer as follows:

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

3. Purchase of Accounts Receivable (Continued)

(C) Payments of Net Purchase Amount to the Customer (Continued)

(1) (Continued)

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

(2) Further, if any portion of the net purchase amount is not received by the Customer by the payment date as set forth in (1) preceding, or if any portion of the net purchase amount is received by the Customer in funds which are not immediately available to the Customer, then a late payment penalty shall be due the Customer. The late payment penalty shall be the portion of the net purchase amount not received by the payment date times a late factor. The late factor shall be the lessor of:

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

B. Billing Service (Continued)

3. Purchase of Accounts Receivable (Continued)

(C) Payments of Net Purchase Amount to the Customer (Continued)

(2) (Continued)

the highest interest rate (in decimal value) which may be levied by law for commercial transactions in the state in which the Telephone Company provides Bill Processing Service and/or Private Line Billing Service to the Customer, compounded daily for the number of days from the payment date to and including the date that the Telephone Company actually makes the payment to the Customer, or

- (a) 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the Telephone Company actually makes the payment to the Customer.

Any late payment penalty will be included with the next Telephone Company payment to the Customer.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)3. Purchase of Accounts Receivable (Continued)(C) Payments of Net Purchase Amount to the Customer
(Continued)

(3) Also, if any adjustment that reduces an end user balance due is received by the Telephone Company from the Customer after the date the Telephone Company billed the charges to be adjusted to the end user plus 45 days (billed plus date), then a late payment penalty shall be due the Telephone Company. The late payment penalty shall be the adjustment amount times a late factor. The late factor shall be the lessor of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions in the state in which the Telephone Company provides Bill Processing Service and/or Private Line Billing Service to the Customer, compounded daily for the number of days from the billed plus date to and including the date that the posts the end user account, or
- (b) 0.000590 per day, compounded daily for the number of days from the billed plus date to and including the date that the Telephone Company posts the end user account.

Any late payment penalty will be included with the adjustment made by the Telephone Company to the Customer's Total Current Amount Billed.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)3. Purchase of Accounts Receivable (Continued)(D) Netting of Customer Access Service Charges and Net Purchase Amounts

When a payment for Customer Access Service Charges under this tariff is due to the Telephone Company from the Customer on the same payment date that a net purchase amount is due to the Customer from the Telephone Company, the Telephone Company may, with at least a 31 day notice to the Customer, net the payment for Customer Access Service Charges with the net purchase amount. The Telephone Company will pay the net amount to the Customer on the payment date when such net amount is due the Customer or require the Customer to pay the Telephone Company the net amount when such net amount is due the Telephone Company. If either party does not make the payment on the payment date, a late payment penalty as set forth in paragraph 8 preceding or Section 8., General Rules and Regulations, preceding, whichever is appropriate, applies.

Upon request from the Customer, the Telephone Company will provide a copy of its methods and procedures used to determine the amounts named in this section (i.e., B.3. Purchase of Accounts Receivable) to the authorized representative of the Customer who is responsible for auditing these amounts.

S12. INTRASTATE ACCESS SERVICES TARIFFS12.2 Intrastate Billing and Collection Service (Continued)B. Billing Service (Continued)4. Billing Arrangements When the Telephone Company Acts as Billing Agent for the Customer

When the Telephone Company agrees to act as billing agent for the Customer, the billing service, payment arrangements and ownership of the accounts receivable will be as follows:

- (A) The billing services, including the collection from end users of monies for the Customer accounts receivable that arise from bills rendered by the Telephone Company to that Customer's end users, provided by the Telephone Company will be as set forth in paragraphs B.1. and B.2. preceding.
- (B) For the Customer accounts receivable that arise from bills rendered by the Telephone Company to that Customer's end users, the Total Current Amount Billed and the Recourse Adjustments will be determined as set forth in paragraph B.3. preceding. The payment of the net monies due the Customer will be handled as set forth in paragraph B.3.(C) preceding.
- (C) The ownership of the Customer accounts receivable will not be transferred by the Customer to the Telephone Company. When the Customer discontinues Billing Service provided under this tariff where the Telephone Company is acting as billing agent for the Customer, the Telephone Company will determine and make a final payment to the Customer as set forth in paragraph (B) preceding. This final payment shall be considered to be all of the remaining monies due the Customer for the bills rendered to the Customer's end users by the Telephone Company. When the Telephone Company discontinues billing the Customer's end users for Customer services, any deposits for Customer Services will be returned to the appropriate end user in accordance with Telephone Company final billing procedures.

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.2 Intrastate Billing and Collection Service (Continued)

C. Billing Analysis Service

At the request of a Customer which is a common carrier, the Telephone Company will provide technical assistance, necessary records and information, cooperation and assistance to the Customer, when in its opinion irregularities may exist in the services and facilities of the Customer and/or Telephone Company. All activities associated with this service will be handled on an ICB.

1. Liability of the Telephone Company

In the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person shall attach to the Telephone Company.

2. Rates and Charges

The nonrecurring charges are:

	Nonrecurring Charges
(A) Detection Service	ICB rates and charges apply
(B) Investigation Service	ICB rates and charges apply
(C) Deterrence Service	ICB rates and charges apply

D. Billing Information Service

At the request of the Customer, the Telephone Company will, where facilities and operating conditions permit, provide information to the Customer from its end user records, billing files and account data base, and will be provided on an ICB.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.3 VoIP Traffic****A. General**

The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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 tariff, including but not limited to Interexchange Carriers (IXCs), End Users and other telecommunications carriers or providers originating or terminating Toll VoIP-PSTN Traffic.

The following provision applies to the treatment of Toll VoIP-PSTN Traffic pursuant to the Federal Communications Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in cc Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161). In the absence of an interconnection agreement between the Company and the customer specifying the treatment of Toll VoIP-PSTN Traffic, the Company will bill the customer the applicable switched access rates and charges specified in Section 17.2, of the NECA FCC Tariff 5, on all jurisdictionally intrastate voice traffic identified as Toll VoIP-PSTN Traffic. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Toll VoIP-PSTN Traffic" from the customer's traditional intrastate access traffic, so that Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

This section will be applied to the billing of switched access charges to a carrier that is a local exchange carrier only to the extent that the carrier has also implemented billing of interstate access charges for intrastate Toll VoIP-PSTN Traffic in accordance with the FCC Order.

ALL MATERIAL ON THIS SHEET IS NEW.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.3 VoIP Traffic (Continued)****B. Call Signaling**

All Call Signaling must be in accordance with FCC 11-161, released November 18, 2011, paragraphs 714 through 717.

Depending on the signaling system used by the customer in its network, the customer's facilities shall transmit the following call signaling information to the Company on traffic the customer's end users originate which is handed off for termination the Company's network, in compliance with FCC 11-161.

(1) Signaling System 7 (SS7) Signaling

When the customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream. (ref. FCC 11-161, Para. 714)

(2) Multi-Frequency (MF) Signaling

When the customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field. (ref. FCC 11-161, paras. 715-716)

(3) Internet Protocol (IP) Signaling

When the customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party. (ref. FCC 11-161, para. 717)

C. Rating of VoIP-PSTN Traffic

The Company will bill the customer the applicable switched access rates and charges specified in Section 17.2, of the NECA FCC Tariff 5, on all jurisdictionally intrastate voice traffic identified as Toll VoIP-PSTN Traffic effective with such traffic beginning on January 1, 2012.

ALL MATERIAL ON THIS SHEET IS NEW.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.3 VoIP Traffic (Continued)****D. Calculation and Application of Percent-VoIP-Usage Factor**

The Company will determine the number of intrastate Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied by applying an originating Percent VoIP Usage (OPVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer and by applying a terminating PVU (TPVU) factor to the total interstate access MOU terminated by a customer to the Company's end user. The OPVU and the TPVU will be derived and applied as follows:

- (1) The customer will calculate and furnish to the Company an OPVU factor, along with supporting documentation, representing the percentage of the total intrastate access MOU that the customer exchanges with the Company in the State, that is sent to the Company and that originated in IP format.
- (2) The customer will calculate and furnish to the Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Company in the State that is sent to the Company and originated in IP format.
- (3) The OPVU, TPVU and supporting documentation shall be based on information that is verifiable by the Company including but not limited to 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. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.
- (4) After the Company verifies the OPVU and TPVU provided by the customer the Company will apply the OPVU and TPVU factors to the associated intrastate access MOU as indicated (8) a. and (8) b. below.

ALL MATERIAL ON THIS SHEET IS NEW.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.3 VoIP Traffic (Continued)****D. Calculation and Application of Percent-VoIP-Usage Factor (Continued)**

The OPVU and the TPVU will be derived and applied as follows: (Continued)

- (5) In the event that the Company cannot verify the customer's OPVU and/or TPVU, the Company will request additional information to support the OPVU and/or TPVU, during this time no changes will be made to the existing OPVU and/or TPVU. The customer shall supply the requested additional information within 15 (fifteen) days of the Company's request or no changes will be made to the existing OPVU and/or TPVU. If after review of the additional information, the customer and Company establish a revised and mutually agreed upon OPVU and/or TPVU factor, the Company will begin using the new factor with the next billing period.
- (6) If the dispute is unresolved the customer may request that verification audits be conducted by an independent auditor, at customer's sole expense. During the audit, the most recent undisputed OPVU and/or TPVU factor will be used by the Company.
- (7) In the absence of an interconnection agreement, at no time will the Company allow an OPVU and/or TPVU factor greater than the applicable State percentage as identified in Paragraph 963 of the FCC Order. Payment for all VoIP-PSTN Traffic is required to be paid within 30 days from date of invoice and subject to all collection proceeding available under this intrastate access tariff, State law or other collection procedures.

ALL MATERIAL ON THIS SHEET IS NEW.

S12. INTRASTATE ACCESS SERVICES TARIFF**S12.3 VoIP Traffic (Continued)****D. Calculation and Application of Percent-VoIP-Usage Factor (Continued)**

The OPVU and the TPVU will be derived and applied as follows: (Continued)

- (8) If the customer does not furnish the Company with an OPVU and/or TPVU, the Company will bill full access rates until an OPVU and/or TPVU factor is received. Billing at Toll-VoIP-PSTN Traffic rates for Toll VoIP-PSTN Traffic will commence beginning with the date the OPVU and/or TPVU factor is received by the Company from the customer as noted following:
- a. Initial OPVU and/or TPVU Factor – If the OPVU and/or TPVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the OPVU and/or TPVU factors retroactively to January 1, 2012. In calculating the initial OPVU and/or TPVU factors, the Company will take the customer-specified OPVU and/or TPVU factor into account retroactively to January 1, 2012, provided that the customer provides the factor to the Company no later than April 15, 2012;
 - b. OPVU and/or TPVU Factor Updates – The customer may update the OPVU and/or TPVU factor quarterly using the method set forth in (1) above. 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 OPVU and/or TPVU 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 OPVU and/or TPVU in its billing system. The revised OPVU and/or TPVU factor will apply prospectively and serve as the basis for billing until superseded by a new OPVU and/or TPVU factor.

ALL MATERIAL ON THIS SHEET IS NEW.

S12. INTRASTATE ACCESS SERVICES TARIFF

S12.3 VoIP Traffic (Continued)

D. Calculation and Application of Percent-VoIP-Usage Factor Continued

The OPVU and the TPVU will be derived and applied as follows: (Continued)

(8) If the customer does not furnish the Company with an OPVU and/or TPVU, the Company will bill full access rates until an OPVU and/or TPVU factor is received. Billing at Toll-VoIP-PSTN Traffic rates for Toll VoIP-PSTN Traffic will commence beginning with the date the OPVU and/or TPVU factor is received by the Company from the customer as noted following (Continued):

- c. OPVU and/or TPVU Factor Verification – On a quarterly basis, the Company may ask the customer to verify the OPVU and/or TPVU factor furnished to the Company and customer may ask the Company to verify the application of the OPVU and/or TPVU factor applied in its billing system. The party so requested shall comply within 15 days of the request and shall provide the verifiable records and other information used to determine the OPVU and/or TPVU factor and application thereof.

ALL MATERIAL ON THIS SHEET IS NEW.

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SERVICE

1. Basic Local Exchange Service

A. A maximum of ten digits or frequency pulses for local service and extended area service will be provided by the Telephone Company. The charges quoted here are for a period of one month, payable monthly in advance, and entitle the subscriber to local exchange service to all stations in the following towns, within the State of Alabama.

Cherokee	Muscle Shoals*	Leighton*
Barton	Sheffield*	Lexington*
Margerum	Rogersville*	Russellville*
Florence*	Tuscumbia*	

* Areas where at&t of Alabama (formally BellSouth) exchange subscribers may be called pursuant to EAS arrangements between at&t of Alabama and the Telephone Company. Calls to CMRS (cellular and paging companies) and/or CLECs customers are not included in the EAS calling area.

The rates for Local Exchange Service apply to all subscribers. The rates following DO NOT reflect the Alabama Dual Party Relay System Surcharge of **\$.15**, as approved by the Alabama Public Service Commission effective January 1, 1995 (Docket U-3089).

The facilities used to provide such basic local telephone service area are also used in the furnishing of toll telephone services at rates applicable for such services.

B. Alphabetical Listing of Exchanges

Barton
 Cherokee
 Margerum

C. Local Calling Areas Exchange

Barton
 Cherokee
 Margerum

Exchanges in Local Calling Area *

Barton, Cherokee and Margerum
 Cherokee, Barton and Margerum
 Margerum, Barton and Cherokee

D. Basic Local Exchange Rates

1) **Business - 2 or more lines ****

Exchange Name	1 Pty	Key Line	Multi Line	Trunk	
Barton	\$ 38.01	\$ 38.01	\$ 38.01	\$ 38.01	(l)
Cherokee	38.01	38.01	38.01	38.01	(l)
Margerum	38.01	38.01	38.01	38.01	(l)

2) **Residence *****

Exchange Name	Key Line	Multi Line	Trunk	
Barton	\$ 38.01	\$ 38.01	\$ 38.01	(l)
Cherokee	38.01	38.01	38.01	(l)
Margerum	38.01	38.01	38.01	(l)

* TEC - Cherokee Division Exchanges only.

** See Company's General Subscriber Services tariff for rates applicable to first business line.

*** See Company's General Subscriber Services tariff for rates applicable to one-party residence lines.

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2. Alabama LATA-Wide Calling Plan

A. General

The Alabama LATA-Wide Calling Plan is an optional ten-digit calling plan that provides one-way voice calling for customers in the exchanges of Barton, Cherokee and Margerum to all exchanges, including CMRS (mobile telephone service) and CLEC (competitive local exchange carrier) exchanges within the LATA in which they reside.

B. Regulations

- 1) The LATA-Wide Calling Plan is available to residential customers only.
- 2) LATA-Wide calling provides residential customers with twelve hundred (1200) minutes of calling within their LATA for a flat monthly charge. Calling between Barton, Cherokee and Margerum is unlimited and is not included in the LATA-Wide Calling Plan.
- 3) The same Lifeline credits that apply for regular residential one-party service will apply for Lifeline customers who choose to subscribe to the LATA-Wide Calling Plan.
- 4) All non-recurring charges are waived for the initial subscription to this plan. Applicable service order charges will apply on second and subsequent call plan changes.
- 5) This plan provides twelve hundred (1200) minutes of use for residential voice service only. If it is determined that usage is not consistent with residential voice applications, including but not limited to Internet access services, commercial facsimile or auto-dialing, permanent call forwarding, three way calling, resale, telemarketing, or other non-residential uses, the telephone company may immediately suspend, restrict, or cancel service without prior notice.
- 6) This Plan is restricted to direct dial voice calls from the number subscribing to this service, all days, all hours.
- 7) Calls in excess of the twelve hundred (1200) minutes per billing cycle will be at **\$0.12** (twelve cents) per minute for each additional minute.

C. Rates

Rate Per Month*

- | | |
|-----------------------------------|-----------------|
| 1) 1200 minutes LATA-Wide Calling | \$ 38.30 |
|-----------------------------------|-----------------|

* This rate includes the Residential One-Party rate as specified in Basic Local Exchange Rates in this Price List, or Company's tariff.

3.

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4. Lifeline Assistance Program

Lifeline Assistance Program consists of one program, Lifeline Assistance. This program was developed to reduce rates for low income customers. The Company participates in this assistance program to increase the availability of telecommunications services to all consumers in its serving areas. The structure of this program is outlined in the following paragraphs.

(T)
 |
 (T)

A. Lifeline Assistance

1) General

Lifeline Assistance reduces an eligible customer's monthly rates for local service. An eligible customer receives federally subsidized credit toward the monthly cost of basic telephone service, as well as a credit towards the residential access line rate.

(T)
 (T)

Pursuant to Docket No. 25980, dated June 29, 2006, eligibility for participation in the Alabama Lifeline Program shall also be extended beyond a telephone subscriber's participation in the means-based programs referenced in A2) b.@ following to also include any individual in the telephone subscriber's household. The telephone subscriber must, however, demonstrate that the household member relied upon for eligibility is eligible and participating in any of the means-based programs below and that the telephone subscriber is the financially responsible party for the qualifying member of his or her household, or that the eligible household member is the telephone subscriber's dependent pursuant to the rules and regulations of the Internal Revenue Service. Alternatively, to constitute a qualifying customer eligible to receive Lifeline Assistance, a customer must meet the income level requirements set forth in paragraph 2.a. below.

(T)
 (T)
 (T)

2) Regulations

a. A customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size;

(N)

(1) For purposes of these rules, "income" is defined as all income actually received by all members of a household. This includes salary before deduction for taxes, public assistance benefits, social security payments, pensions, unemployment compensation, veteran benefits, inheritances, alimony, child support payments, worker's compensation benefits, gifts, lottery winnings, and the like. The only exceptions are student financial aid, military housing and cost-of living allowances, irregular income from occasional small jobs such as baby-sitting or lawn mowing, and the like.

(2) A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen (18) years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen (18) living with their parents or guardians are considered to be part of the same household as their parents or guardians.

(N)

M – Certain material formerly found on this page now found on 2nd Revised Page 4.

(M)

PRICE LIST**SERVICE****4. Lifeline and Link-Up Assistance Programs (Continued)**

- b. Lifeline Assistance is also available to all residential customers who participate in one of the following low-income assistance programs: Medicaid, Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), Section 8 Federal Public Housing Assistance (FPHA), the Low Income Home Energy Assistance Program (LIHEAP), Temporary Assistance for Needy Families (TANF) and the National School Lunch Program's Free Lunch Program. (T)(M)
(T) |
(T) |
(T) |
(T)(M)
- c. In addition to meeting the qualifications provided in paragraph 2.a. or 2.b of this section, in order to constitute a qualifying low-income customer, a customer must not already be receiving a Lifeline service, and there must not be anyone else in the subscriber's household subscribed to a Lifeline service. (N)
|
(N)
- d. Qualifying subscribers must provide the Company with acceptable documentation as proof of their eligibility to receive Lifeline service under the income-based or program-based requirements. The Company will confirm a subscriber's continued eligibility to receive Lifeline service on an annual basis by requiring the subscriber to sign a certification to his/her present qualifications for Lifeline service. Upon a determination of ineligibility, the credit will be discontinued on the bill if the customer fails to provide proof of eligibility within thirty (30) days following written notification to the customer.
- e. If the Company receives notification from the program administrator that the subscriber is receiving Lifeline service from another telecommunications carrier or that more than one member of a subscriber's household is receiving Lifeline service, the subscriber will be de-enrolled from Lifeline Assistance without notice within five (5) business days following the Company's receipt of that notice.
- f. The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers who subscribe to Lifeline Assistance.
- g. As a participant in Lifeline Assistance, customers are eligible to receive Toll Limitation Service at no charge. This service will only be provided at the customer's request.
- h. Local service deposit requirements will be waived for customers who voluntarily receive Toll Limitation Service.
- i. Participants in Lifeline Assistance shall not be disconnected from Local Service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. Lifeline or Linkup subscribers who have previously unpaid toll charges or are relying on someone in their household to establish eligibility for Lifeline and Linkup who has previously unpaid toll charges will be required to subscribe to toll blocking by the Company. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service.
- j. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

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- k. Customers eligible under Lifeline are also eligible for connection assistance under the Link-Up program.
- j. One Lifeline credit is available per household and is applicable to the primary residential connection only.
- l. A Lifeline customer may subscribe to any local service offering available to other residential customers.
- m. The PIC charge will not be billed to Lifeline customers who subscribe to toll blocking and do not presubscribe to a long distance carrier.

PRICE LIST**SERVICE****4. Lifeline and Link-Up Assistance Programs (Continued)****A. Lifeline Assistance (Continued)****3) Credits**

The following credits* will apply for each customer eligible for Lifeline Assistance:

	Monthly Credit*
a. Federal Subscriber Line Charge Credit	\$ 6.50
b. Initial Federal Credit to Residential Access Line	1.75
c. State Credit to Residential Access Line	3.50
d. Additional Federal Credit to Residential Access Line	1.75
Total Credit Amount	<u>\$13.50</u>

* Credit amount will not exceed the total of the Subscriber Line Charge and the Residential Local Exchange rate.

B. Link-Up Connection Assistance**1) General**

Link-Up reduces an eligible customer's service connection charges. All eligible customers receive a credit for half of the service connection charges up to **\$30.00**.

2) Regulations

- a. The same eligibility requirements as outlined in Lifeline will apply for Link-Up.
- b. This credit is only available on the installation of a single residential access line to the principal residence of the eligible customer.
- c. This credit will only apply a second or subsequent time for a principal place of residence with a different address from the previous address at which Link-Up was provided.
- d. A deferred schedule for payment of the remaining service connection charges will be offered to Link-Up customers. The customer is not required to pay interest on the first \$200.00 of service connection charges that are deferred up to a year.

3) Credit

- a. Half of Service Connection Charges or **\$30.00**, whichever is less.

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5. Dual Party Relay Service

Dual Party Relay Service permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communications take place by relaying conversations (voice to TDD and TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.

6. N11 Dialing Service

A. General

- 1) N11 services are available in specified areas, with TEC - Cherokee Division (ACompany@) for delivery of general information via voice grade facilities. 211 Dialing Service (A211") is a three digit local dialing arrangement for community information and referral services. 311 Dialing Service (A311") is a three digit local dialing arrangement for access to non-emergency police and other government agencies. 511 Dialing Service (A511") is a three digit local dialing arrangement for traffic and transportation information. 811 Dialing Service (A811") is a three digit local dialing arrangement accessing One Call Services to protect pipeline and utilities from excavation damage. Pursuant to Order 00-256, issued by the FCC in CC Docket 92-105, the N11 subscriber must comply with any orders and rules pertaining to N11. (T)
- 2) N11 services are available in TEC - Cherokee Division territory only. To provide access to a N11 number to end users in at&t of Alabama or other independent company territory or to a CLECs end users within the local calling area, the N11 subscriber must make appropriate arrangements with the other independent company, at&t of Alabama or CLEC serving that territory. (T)
- 3) The Local Calling Area of the N11 subscriber will be the Basic Local Calling Area as defined in this price list, as facilities permit. If local calling areas are merged, and a N11 number exists in both areas, the N11 subscriber who established the N11 Service first in time will be entitled to retain the N11 number in the merged calling area.
- 4) This service is furnished subject to the availability of the N11 number.
- 5) N11 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- 6) Limitations and use of service as stated elsewhere in the Company's tariff and price list apply.
- 7) Directory listings may be provided for 711 at rates and regulations as specified in ADirectory Listings@ elsewhere in this price list.

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6. N11 Dialing Service (Continued)

A. General (Continued)

- 8) Access to N11 is not available to the following classes of service:
- Hotel/Motel/Hospital Service (toll call only)
 - 1+ Service
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular - Type 2A

In addition, operator assisted calls to N11 will not be completed.

- 8) The N11 subscriber is restricted from selling or transferring the N11 number to an unaffiliated entity, either directly or indirectly.
- 9) An affiliate of a N11 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the N11 subscriber. The term control (including the terms controlling, controlled by, and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

If a N11 subscriber becomes an affiliate of or is acquired by another N11 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one N11 number within six (6) months of the merger or acquisition.

- 10) N11 will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Calling Number Identification service.
- 11) Calls to a disconnected N11 number will be routed to intercept the announcement facilities for a maximum of sixty (60) days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

B. Service Requirements and Conditions

- 1) All requests for N11 services must be submitted in writing to the Public Service Commission for assignment of the N11 number.
- 2) Once the Commission has issued an order assigning the N11 number, within 30 calendar days of the number assignment, the N11 subscriber must submit a request to the Company. The Company will implement the N11 subscriber's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 number will be recalled and the number will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

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6. N11 Dialing Service (Continued)

B. Service Requirements and Conditions (Continued)

- 3) The N11 subscriber must, prior to provisioning of the service, sign a written acknowledgment of possible recall of the N11 number by the FCC and an agreement to return the code upon receipt of six (6) months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such N11 numbers. If a recall is affected, the Company will work with the N11 subscriber affected by such recall to transfer their service arrangements to a 7 or 10 digit dialing arrangement within the six (6) month notice period. The N11 subscriber will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The N11 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- 4) Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same 7 or 10-digit local number or 10-digit toll free number.
- 5) The N11 Dialing Service is provided where facilities permit.
- 6) The N11 subscriber should work separately with cellular companies to ascertain that Type 1 cellular customers will be able to reach community information and referral services provided by dialing N11.
- 7) The N11 subscriber should work separately with competitive local exchange companies to ascertain that its end user customers will be able to reach community information and referral services provided by dialing N11.
- 8) N11 Dialing Services will be provided under the following conditions:
 - a. For network sizing and protection, the N11 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to N11.
 - b. The N11 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for N11 Dialing Service.
 - c. The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the N11 number, and from all holders of copyrights, trademarks, and patents used in connection with said service.

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6. N11 Dialing Service (Continued)

B. Service Requirements and Conditions (Continued)

- 8) N11 Dialing Services will be provided under the following conditions: (Continued)
 - d. The N11 subscriber is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel and slander.
 - e. Suspension of N11 Dialing Service is not applicable for this service.
 - f. The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.
 - g. A written notice will be sent to the N11 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the N11 subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the N11 subscriber is unwilling to accept the modifications, or if the N11 subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- 9) If a pre-recorded announcement is provided by the N11 subscriber, the following conditions apply:
 - a. The N11 subscriber will provide announcements. The Company will provide only the delivery of the call.
 - b. N11 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another N11 subscriber from sponsoring the same or similar announcement or recorded program service.
 - c. The provision of access to the N11 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - d. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - e. The N11 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the subscriber's premises.
- 10) The Company may take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

PRICE LIST**SERVICE****6. N11 Dialing Service (Continued)****B. Service Requirements and Conditions (Continued)**

11) In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure or performance by the Company, or its employees, or agents, in connection with this price list. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

C. Rates and Charges**1) Application of Rates**

- a. A Service Establishment charge shall apply per basic local calling area.
- b. N11 subscribers will pay the normal charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the N11 subscriber's designated premises.
- c. Applicable service order charges as specified in this price list will apply, in addition to the following rates.
- d. A Central Office Activation charge will apply per central office switch translated to the lead number.
- e. A charge will apply to changes to the point-to number at the subscriber's request, per N11 Dialing Service, per central office switch within the basic calling area.

2) Charges applicable to the N11 Dialing Service Subscriber

a. Service Establishment Charge	<u>Nonrecurring Charge</u>
B Per Basic Local Calling Area	\$389.90
b. Central Office Activation Charge	
B Per Central Office	\$150.00
c. Change of Point-to Number by Subscriber	
B Per Central Office	\$ 13.50

D. 711 Dialing Code for Telephone Relay Service (TRS)**1) General**

- a. 711 Dialing Code (A711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-256, issued by the FCC in CC Docket 92-105, assigned 711 dialing code for nationwide access to TRS entities, to be implemented no later than October 1, 2001.

PRICE LIST**SERVICE****6. N11 Dialing Service (Continued)****D. 711 Dialing Code for Telephone Relay Service (TRS) (Continued)****1) General (Continued)**

- b. 711 is available in TEC - Cherokee Division Territory. To provide access to 711 end users in AT&T of Alabama Telephone Company territory or to a CLECs end users within the local calling area, the TRS entity must make appropriate arrangements with AT&T of Alabama Telephone Company or CLEC serving that territory. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711. (T)
- c. This service is furnished subject to the availability of the 711 dialing code.
- d. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- e. Limitations and use of service as stated elsewhere in the Company's tariff and price list apply.
- f. Directory listings may be provided for 711 at rates and regulations as specified in ADirectory Listings@ elsewhere in this price list.
- g. Access to 711 is not available to the following classes of service:
- Hotel/Motel/Hospital Service (toll call only)
 - 1+ Service
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular - Type 2A
- In addition, operator assisted calls to 711 will not be completed.
- h. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- i. An Aaffiliate@ of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term Acontrol@ (including the terms controlling, controlled by, and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

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6. N11 Dialing Service (Continued)

D. 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

2). Service Requirements and Conditions

- a. All requests for 711 Dialing Code must be submitted in writing to the Public Service Commission for assignment of the 711 code.
- b. Once the Commission has issued an order assigning the 711 code, within 30 calendar days of the number assignment, the TRS entity must submit a request to the Company. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 number will be recalled and the number will be considered available for reassignment.

- c. The TRS entity must, prior to provisioning of the service, sign a written acknowledgment of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of six (6) months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 711 dialing codes. If a recall is affected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements to a 7 or 10 digit dialing arrangement within the six (6) month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- d. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- e. The 711 Dialing Code is provided where facilities permit.
- f. The TRS entity should work separately with cellular companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- g. The TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.

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6. N11 Dialing Service (Continued)

D. 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

2) Service Requirements and Conditions (Continued)

h. 711 Dialing Code will be provided under the following conditions:

- (1) For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
- (2) The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
- (3) The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
- (4) The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
- (5) The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
- (6) A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

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6. N11 Dialing Service (Continued)

D. 711 Dialing Code for Telephone Relay Service (TRS) (Continued)

2) Service Requirements and Conditions (Continued)

- i. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply:
 - (1) The TRS entity will provide announcements. The Company will provide only the delivery of the call.
 - (2) The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - (3) The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
 - (4) The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.
- j. The Company may take all legal and practical steps to disassociate itself from the TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- k. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this price list. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

7. Operator Services

A. Local and Long Distance Directory Assistance

- 1) General
 - a. The Company furnishes a Directory Assistance service for the purpose of aiding customers in obtaining listing information.
 - b. The charging application and rates set forth in Application of Charges and Rates and Charges following apply to customer requests for Local and Long Distance Directory Assistance.
 - c. Directory Assistance Service allows a subscriber to provide *a name and get a telephone number, ZIP Code and/or directory address.*

PRICE LIST**SERVICE****7. Operator Services (Continued)****A. Local and Long Distance Directory Assistance (Continued)****2) Application of Charges**

- a. There will be a charge for all customer calls to Directory Assistance, except as noted in b. following.
- b. The charges specified in Rates and Charges following will be applicable to all subscribers except for residence customers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group or agency. Written confirmation must be provided to the Company for this exemption to apply. Application procedures may be obtained by calling the local business office. This exemption is applicable exclusively to calls made by the disabled individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that disabled individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.
- c. Surcharges as specified in Rates and Charges following, will be applicable to all calls to Directory Assistance Service handled by the operator (AO-A), provided that the AO@ operator is not the only source for Local Directory Assistance, or dialed by the customer (AO+@).

3) Rates and Charges

- a. Directory Assistance service - request of a listing
(Maximum of two requests per call) **Rate**
 - (1) Within the Company's local calling or
LATA/NPA serving area for the originating
Line, PER Call **\$1.25**
 - (2) Outside the Company's local calling and
LATA/NPA serving areas for the originating
line[€], PER Call **\$1.25**
- b. Directory Assistance service to Payphone Service
Providers
 - (1) All calls to Directory Assistance, PER Call **\$.35**

€ No exemptions or exceptions apply. This service is available where technically feasible.

PRICE LIST**SERVICE****7. Operator Services (Continued)****B. Local and Long Distance Operator Verification/Interruption Service**

1) General

Verification Service provides operator assistance in determining if a called line is in use. Interruption Service provides for operator interruption of voice conversation in progress on a line to advise the interrupted subscriber that the interruption party has an emergency need to reach him. Data use of a subscriber line will be verified, if verifiable, but not interrupted. The customer may request these long distance services for a charge, where facilities are available, by calling the "0" operator within their local or intra-LATA calling area.

2) Application of Charges

The charges specified in Rates following will apply to all requests except:

- a. emergency requests from official emergency agencies when the request is received on an agency line from agency personnel;
- b. emergency requests in which the caller identifies that the request is to one of the following:
 - (1) an official public emergency agency,
 - (2) an emergency medical number, or
 - (3) a privately endowed and operated suicide, drug, alcohol, or runaway crisis reporting center; or
- c. requests in which the operator encounters a trouble condition or has reason to believe a trouble condition exists.

3) Rates

- a. Verification: A charge applies each time the operator verifies a line is in use.

	Local	Long Distance
Each Verification	\$3.38	\$3.38

- b. Interruption: A charge applies each time the operator interrupts voice conversation in progress and does not depend on whether the called party agrees to release the line.

Each Interruption	\$6.00	\$6.00
-------------------	---------------	---------------

- c. If an operator both verifies the condition of the line and interrupts conversation on the same request, only the interrupt charge applies.
- d. The charges for Verify/Interrupt service are in addition to any applicable message rates.

PRICE LIST

SERVICE

7. Operator Services (Continued)

C. Local Operator and Calling Card Services

1) General

For any Dial Calling Card Station, Operator Station or Person-to-Person message completed within the Local Calling Area, the appropriate service charge specified in Rates and Charges following applies.

2) Application of Charges

a. The appropriate service charge, as specified in Rates and Charges following will be applied to each completed call except:

- (1) for calls to the Company for official telephone business,
- (2) for emergency calls to agency type telephone numbers such as those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations and to any emergency medical number,
- (3) when the caller identifies himself as being handicapped and unable to place the call due to his handicap,
- (4) when the caller advises he has had service trouble in reaching the terminating number,
- (5) for local emergency calls from a coin station,
- (6) for station-paid calls from hotel guests, or

b. The call may be billed to the originating telephone, calling card, third number, collect, or any other Company-approved identification number.

3) Rates and Charges

a. The following charges for operator system served local calls apply in addition to the local dial rates:

(1) Billing Surcharges - Station-to-Station	Charge
(a) Dial Calling Card	\$1.00
(b) Operator	2.50
(c) Inmate calls originating from correctional facilities (Automated)	\$1.25
(2) Billing Surcharges - Person-to-Person, each	\$5.00
(3) Operator Dialed Surcharge €	\$1.25

Station-to-station operator assisted or Person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number

€ An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.

PRICE LIST**SERVICE****7. Operator Services (Continued)****C. Local Operator and Calling Card Services (Continued)****3) Rates and Charges****a. (Continued)**

	Charge
(4) Partially Automated Surcharge \notin	\$1.00
Station-to-station operator assisted calls where the customer dials the terminating number	
(5) Zero Minus Charge \sphericalangle	\$.95
Provision of Area Code, Name (in what Area Code is a city or exchange), Ring Back (caller wants call back to test whether equipment connected to his line Δ ring Δ when outside caller dials his number), Operator Dialing of 800, 888, 877, 866 and 855 numbers on the caller's behalf; each request (one request per call)	

\notin A Partially Automated Surcharge is in addition to any applicable Billing Surcharge.
 \sphericalangle Applies when customer dials zero and no other digits from a local exchange wireline, requests and receives service as described. This charge is not applied to requests originating from payphones or wireless.

D. Intra-NPA Long Distance Operator Service Requiring Telephone Number Assistance**1) General**

Intra-NPA Long Distance Operator Service Requiring Telephone Number Assistance is that service for which the operator is required to obtain the telephone number of the called party in order to complete the call. This service is furnished in conjunction with an intra-NPA long distance call placed through a Δ 0" operator.

2) Application of Charges

- a) The charge specified in Service Charge applies to operator-assisted intra-NPA long distance station-to-station or person-to-person calls from which the Δ 0" operator is required to obtain or to attempt to obtain the telephone number of the called party in order to complete the call.
- b) Only one telephone number assistance charge will apply on any operator person-to-person intra-NPA long distance call.
- c) On a completed collect intra-NPA long distance call, a telephone number assistance charge will be billed to the same telephone number or account number billed for the intra-NPA long distance call.

PRICE LIST**SERVICE****7. Operator Services (Continued)****D. Intra-NPA Long Distance Operator Service Requiring Telephone Number Assistance (Continued)****2) Application of Charges (Continued)**

- d) A service charge for the long distance operator obtaining, or attempting to obtain, the telephone number, of the called party will apply to all telephone number assistance calls as described above.

3) Service Charge

- | | |
|---|--------------------------------|
| a) Telephone Number Assistance Service Charge, per call | Charge
\$.40 |
|---|--------------------------------|

E. Directory Assistance Call Completion Service**1) General**

- a) Directory Assistance Call Completion (DACC) is an optional service provided to users of Directory Assistance (DA) Service. DA customers may choose to have the telephone number they are requesting dialed by the DA Operator System.
- b) The service is available to Business and Residence customers except as limited in Limitations of Service following.
- c) Individual message detail is not included as a part of this service.
- d) The service is available only where billing and network capability exists.
- e) Customers may request blocking of DACC calls originating from their telephone lines by contacting the local Company business office.
- f) The service is not subject to concessions.

2) Limitations of Service

The service is not available for the following classes of service call categories:

- a) UniServ DA number requests
 b) Any Special Line Class Codes
 c) 976 DA number requests
 d) Alternately Billed Calls; e.g., Collect, Calling Card, or Billed to Third Number
 e) Any PBX type customer who requires real-time notification of charges, i.e., HOBIC
 f) Calls from tandems where the end user cannot be identified
 g) Calls from Payphone Service Provider Telephones

PRICE LIST**SERVICE****7. Operator Services (Continued)****E. Directory Assistance Call Completion Service (Continued)**

3) Application of Charges

- a) The charges specified in Rates and Charges following will be applicable to all subscribers.
- b) Chargeable Calls - for charging purposes, a DACC completed call is as defined in Definitions in this price list.

4) Rates and Charges

- a) Service Charges **Rate**
 - (1) Directory Assistance Call Completion Charge, per completed call **\$.00**
- b) Rates per minute for operator completed calls in addition to the operator surcharges above, all days, all hours:
 - (1) Residence **\$.16 per minute**
 - (2) Business **\$.20 per minute**

PRICE LIST**SERVICE****8. Service Connection Charges**

	Residence#	Business*	Complex Bus/Res	Key/PBX Centrex
For Connecting, Moving or Changing Service				
A. Service Order Work Charge per customer request				
1) Premises Visit Required	\$13.00	\$16.00	\$20.00	\$20.00
2) Premises Visit Not Required	8.00	10.00	15.00	15.00
3) Record Type Orders Only	5.00	8.00	15.00	15.00
B. Central Office Work Charge, per central office line or trunk	\$ 9.00	\$10.00	\$15.00	\$15.00
C. Premise Work Charge, per 15-minute increments	\$ 5.90	\$ 8.90	\$15.90	\$15.90
D. Returned Check Charge	\$30.00	\$30.00	\$30.00	\$30.00
E. Number Change Charge, per number changed [€]	\$ 6.00	\$ 7.00	\$ 9.00	\$ 9.00
1) If premises visit is required	Number Change Charge & Appropriate Premise Work Charge is applicable			
F. Minimum Service Charge for Willful Destruction	\$35.00	\$35.00	\$35.00	\$35.00
G. Maintenance of Service Charge	\$35.00	\$35.00	\$35.00	\$35.00
H. Restoration of Service -after normal working hours	Service Order PVNR & COWC 1-1/2 times the rate for Restoration of Service During normal business hours			
I. Credit Card Convenience Fee	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00 (N)

€ Premise Work Charge initial 15 minute increment applies.

⊘ Plus Service Order PVNR

See Company's General Subscriber Services tariff for rates applicable to one-party residence lines.

* See Company's General Subscriber Services tariff for rates applicable to first 4 business lines.

PRICE LIST**SERVICE****9. Custom Calling Services**

<u>A. Feature Service Packages</u> (residential only)	Monthly Rate
1) <i>Option 1:</i> includes Caller ID-Deluxe, Call Return, Call Waiting, Three-Way Calling, Speed Calling (30 codes), Call Forwarding, Call Forwarding Busy Line, Call Forwarding Don't Answer, Special Call Acceptance, Repeat Dialing, Distinctive Ringing, Preferred Call Forwarding, Preferred Call Rejection, Call Trace (per line), Voice Mail (Plus), Anonymous Call Reject, Do No Disturb, Automatic Wake-up and Tel-Touch Telephone Service	\$ 19.95
2) <i>Option 2:</i> includes Caller ID-Enhanced, Call Return, Call Waiting, Three-Way Calling, Speed Calling (30 codes), Anonymous Call Reject, Call Forwarding, Call Forwarding Busy Line, Call Forwarding Don't Answer, Special Call Acceptance, Repeat Dialing, Distinctive Ringing, Preferred Call Forwarding, Preferred Call Rejection, Call Trace (per line), Do Not Disturb, Automatic Wake-up, Ring 3, Home Page, Voice Mail-Deluxe and Tel-Touch Telephone Service	\$ 29.95

B. Privacy Control

Privacy Control is available to single line business and residential customers. The following rates and charges are for Privacy Control service only and are in addition to the applicable service charges and monthly rates for exchange access lines and other services with which this service is associated. Rates for the 1st feature can be found in Section 7 of the Company's tariff on file with the APSC.

	Monthly Rate
1) <u>Residential</u>	
- Privacy Control, additional feature	\$ 2.50
- Enhanced Privacy Control, additional feature	\$ 3.50
2) <u>Business</u>	
- Privacy Control, additional feature	\$ 3.50
- Enhanced Privacy Control, additional feature	\$ 4.50

PRICE LIST**SERVICE****9. Custom Calling Services (Continued)****C. Calling Number Delivery Blocking - Permanent**

Calling Number Delivery Blocking - Permanent is available to the following customers only:

Domestic violence intervention agencies
State and County Departments of Human Resource Shelters
Attorney General Crime Victim Assistance Offices; and

Other such agencies, their employees and volunteers, or individual where it is certified that the personal safety of these employees or individuals will be jeopardized without blocking.

D. Service Features

The following rates are in addition to all other applicable rates and charges for service furnished. The rates for *individual service features* can be found in Section 7 of the Company's tariff on file with the APSC.

		Monthly Rate	
		<u>1st Feature</u>	<u>Add'l Feature</u>
1)	<i>Residence Service Features</i>		
a.	Call Forwarding	\$ 2.50	\$ 1.00
b.	Call Waiting	4.50	2.95
c.	Direct Connect	2.25	1.75
d.	Instant Recall	1.80	1.50
e.	Remote Program	3.00	2.50
f.	Restrictions	10.00	10.00
g.	Ringback or Wake-up	1.50	1.00
h.	Speed Calling		
	B Eight Code Capacity	2.00	1.45
	B Thirty Code Capacity	2.90	2.20
i.	Three-Way Calling	2.95	2.20
	B Per Call	.75	.75
2)	<i>Business Service Features</i>		
a.	Call Forwarding	\$ 2.50	\$ 1.00
b.	Call Waiting	5.95	2.95
c.	Direct Connect	2.25	1.75
d.	Instant Recall	1.80	1.50
e.	Remote Program	3.00	2.50
f.	Restrictions	10.00	10.00
g.	Ringback or Wake-up	1.50	1.00
h.	Speed Calling		
	B Eight Code Capacity	2.00	1.45
	B Thirty Code Capacity	2.90	2.20
i.	Three-Way Calling	2.95	2.20
	B Per Call	.75	.75

PRICE LIST**SERVICE****10. Advanced Custom Calling Services**

Rates for individual service features can be found in Section 7 of this Company's tariff on file with the Alabama Public Service Commission.

A. Residence Service

1) First Service Feature	Monthly Rate
a. Call Return (per line)	\$ 4.50
- Per Call	.75
b. Repeat Dialing (per line)	4.00
- Per Call	.75
c. Preferred Call Forwarding (per line)	4.00
- Per Call	.75
d. Call Trace (per line)	4.00
(per successful trace)*	4.50
e. Caller ID-Basic (per line)	7.50
f. Special Call Acceptance (per line)	4.00
- Per Call	.75
g. Distinctive Ringing (per line)	4.00
- Per Call	.75
h. Call Forwarding Busy Line	4.00
i. Call Forwarding Busy Line - Fixed	4.00
j. Call Forwarding Busy Line - Incoming Only	4.00
k. Call Forwarding Don't Answer	4.00
l. Call Forwarding Don't Answer - Fixed	4.00
m. Call Forwarding Don't Answer - Incoming Only	4.00
n. Call Forwarding Fixed by Code	4.00
o. Call Forwarding Fixed by Ring Count	4.00
p. Call Forwarding Variable	4.00
q. Anonymous Call Rejection	3.00
r. Call Pick-up	4.00
s. Call Transfer	2.00
t. Caller ID - Deluxe	7.50
u. Caller ID - Enhanced - With Call Waiting Deluxe	10.50
v. Calling Number Delivery Blocking - Per Call	0.00
- Permanent	4.00
w. Toll/Code Restriction with PIN	3.00
x. Do Not Disturb	2.50
y. Home Page	5.00
z. Personal Ringing - Ring 2	3.50
- Ring 3	4.00
aa. Preferred Call Rejection	3.00
- Per Call	.75

* A non-recurring charge of **\$6.00** will apply to establish Call Trace Service on a per trace arrangement, in addition to the applicable Service Connection Charges.

PRICE LIST**SERVICE****10. Advanced Custom Calling Services (Continued)**

Rates for individual service features can be found in Section 7 of this Company's tariff on file with the Alabama Public Service Commission.

A. Residence Service (Continued)

	Monthly Rate
2) Additional Service Features	
a. Call Return (per line)	\$ 3.50
- Per Call	.75
b. Repeat Dialing (per line)	3.00
- Per Call	.75
c. Preferred Call Forwarding (per line)	3.00
- Per Call	.75
d. Call Trace (per line)	4.00
(per successful trace)*	4.50
e. Caller ID-Basic (per line)	6.00
f. Special Call Acceptance (per line)	3.00
- Per Call	.75
g. Distinctive Ringing (per line)	3.00
- Per Call	.75
h. Call Forwarding Busy Line	3.00
i. Call Forwarding Busy Line - Fixed	3.00
j. Call Forwarding Busy Line - Incoming Only	3.00
k. Call Forwarding Don't Answer	3.00
l. Call Forwarding Don't Answer - Fixed	3.00
m. Call Forwarding Don't Answer - Incoming Only	3.00
n. Call Forwarding Fixed by Code	3.00
o. Call Forwarding Fixed by Ring Count	3.00
p. Call Forwarding Variable	3.00
q. Anonymous Call Rejection	2.00
r. Call Pick-up	3.00
s. Call Transfer	1.50
t. Caller ID - Deluxe	7.50
u. Caller ID - Enhanced - Call Waiting Deluxe	10.00
v. Calling Number Delivery Blocking - Per Call	0.00
- Permanent	4.00
w. Toll/Code Restriction with PIN	3.00
x. Do Not Disturb	2.00
y. Home Page	4.00
z. Personal Ringing (a) Ring 2	3.00
(b) Ring 3	3.50
aa. Preferred Call Rejection	2.50
- Per Call	.75

* A non-recurring charge of **\$6.00** will apply to establish Call Trace Service on a per trace arrangement, in addition to the applicable Service Connection Charges.

PRICE LIST**SERVICE****10. Advanced Custom Calling Services (Continued)**

Rates for individual service features can be found in Section 7 of this Company's tariff on file with the Alabama Public Service Commission.

B. Business Service

1) First Service Feature	Monthly Rate
a. Call Return (per line)	\$ 5.20
- Per Call	.75
b. Repeat Dialing (per line)	4.50
- Per Call	.75
c. Preferred Call Forwarding (per line)	4.50
- Per Call	.75
d. Call Trace (per line)	5.00
(per successful trace)*	5.50
e. Caller ID - Basic (per line)	10.00
f. Special Call Acceptance (per line)	4.50
- Per Call	.75
g. Distinctive Ringing (per line)	4.50
- Per Call	.75
h. Call Forwarding Busy Line	4.50
i. Call Forwarding Busy Line - Fixed	4.50
j. Call Forwarding Busy Line - Incoming Only	4.50
k. Call Forwarding Don't Answer	4.50
l. Call Forwarding Don't Answer - Fixed	4.50
m. Call Forwarding Don't Answer - Incoming Only	4.50
n. Call Forwarding Fixed by Code	4.50
o. Call Forwarding Fixed by Ring Count	4.50
p. Call Forwarding Variable	4.50
q. Anonymous Call Rejection	3.50
r. Call Pick-up	4.50
s. Call Transfer	2.00
t. Caller ID - Deluxe	10.00
u. Caller ID - Enhanced	
(a) With Call Management	16.95
(b) With Call Waiting Deluxe	15.00
v. Caller ID - Multiline	10.00
w. Calling Number Delivery Blocking	
- Per Call	0.00
- Permanent	4.50
x. Toll/Code Restriction with PIN	4.00
y. Do Not Disturb	2.50
z. Personal Ringing	
(a) Ring 2	4.00
(b) Ring 3	4.50
aa. Preferred Call Rejection	3.50
- Per Call	.75

* A non-recurring charge of **\$7.50** will apply to establish Call Trace Service on a per trace arrangement, in addition to the applicable Service Connection Charges.

PRICE LIST**SERVICE****10. Advanced Custom Calling Services (Continued)**

Rates for individual service features can be found in Section 7 of this Company's tariff on file with the Alabama Public Service Commission.

B. Business Service (Continued)

	Monthly Rate
2) Additional Service Features	
a. Call Return (per line)	\$ 4.20
- Per Call	.75
b. Repeat Dialing (per line)	3.50
- Per Call	.75
c. Preferred Call Forwarding (per line)	3.50
- Per Call	.75
d. Call Trace (per line)	4.50
(per successful trace)*	5.00
e. Caller ID - Basic (per line)	10.00
f. Special Call Acceptance (per line)	3.50
- Per Call	.75
g. Distinctive Ringing (per line)	3.50
- Per Call	.75
h. Call Forwarding Busy Line	3.50
i. Call Forwarding Busy Line - Fixed	3.50
j. Call Forwarding Busy Line - Incoming Only	3.50
k. Call Forwarding Don't Answer	3.50
l. Call Forwarding Don't Answer - Fixed	3.50
m. Call Forwarding Don't Answer - Incoming Only	3.50
n. Call Forwarding Fixed by Code	3.50
o. Call Forwarding Fixed by Ring Count	3.50
p. Call Forwarding Variable	3.50
q. Anonymous Call Rejection	3.50
r. Call Pick-up	3.50
s. Call Transfer	1.50
t. Caller ID - Deluxe	10.00
u. Caller ID - Enhanced	
(a) With Call Management	16.95
(b) With Call Waiting Deluxe	14.50
v. Caller ID - Multiline	10.00
w. Calling Number Delivery Blocking	
- Per Call	0.00
- Permanent	4.50
x. Toll/Code Restriction with PIN	4.00
y. Do Not Disturb	2.00
z. Personal Ringing	
(a) Ring 2	4.00
(b) Ring 3	4.50
aa. Preferred Call Rejection	3.00
- Per Call	.75

* A non-recurring charge of **\$7.50** will apply to establish Call Trace Service on a per trace arrangement, in addition to the applicable Service Connection Charges.

PRICE LIST

SERVICE

11. Directory Listings

A. General

- 1) These rates and regulations for directory listings apply only to the alphabetical section of the directory containing the regular alphabetical list of customers and do not apply to listings or advertising appearing in the classified section.
- 2) The alphabetical list of names of customers is solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service, and special sequence or arrangement of names is not contemplated.

B. Conditions

- 1) The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.
- 2) A listing must conform to the Company's specifications with respect to its directories.
- 3) Listings are regularly provided in connection with all classes of exchange service. A listing may be omitted from the directory upon request of a customer in writing and under the conditions specified in Nonpublished (Private) or Nonlisted (Semi - Private) Service, concerning nonpublished or nonlisted listings.
- 4) The length of the contract period for directory listings where the listing actually appears in the directory is the directory period. The directory period is from the day that the directory is distributed to the customers to the day the succeeding directory is distributed to the customers, unless the listing no longer services the customer because of disconnection, removal, etc., of the service, the minimum contract period will be for at least 30 days. When the listing appears on information records only, the minimum contract period will be for at least 30 days.

		Monthly Rate	
		Business	Residence
C.	<u>Regular Extra Listings</u>	per line	\$ 1.00
			\$ 1.00

- 1) Business - business extra listings may be the names of partners or members of the firm, if the customer is a partnership or firm; the names of officers of the corporation, if the customer is a corporation; and for any business establishment, the names of business associates or employees of the customer. Business extra listings may be the bonafide names of individuals, firms or corporations which the customer owns or controls or is duly authorized to represent. Listings which are designed primarily to give publicity to a commodity or service are not accepted.

PRICE LIST**SERVICE****11. Directory Listings (Continued)****C. Regular Extra Listings (Continued)**

- 2) Residence - residence extra listings may be the names of members of the customer's family or of other persons residing in the customer's household.
- 3) In connection with payphone access line services, residence extra listings are allowed at business extra listing rates in the names of permanent guests or tenants at that location. Business extra listings are at business extra listing rates in connection with payphone access line services, furnished under the regulations as specified for business extra listings.
- 4) Ordinarily, all extra listings must be of the same address and telephone number as the primary listing, except as provided for alternate listings. However, when in the opinion of the Company it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of a PABX station or extension station, installed on premises of the customer (except at a residence); but at an address different from that part of the switchboard, or main station, using the telephone number of the primary listing.
- 5) In connection with PBX service at hotels, motels, and apartment houses, residence extra listings at business extra listing rates may be provided in the names of permanent guests or tenants at that location, provided approval is obtained of the hotel, motel, or apartment house involved. However, no separate billing will be issued for these instances.
- 6) At the option of the customer extra listings may be obtained upon the issuance of a directory or between issues of directories at which time they appear on the information records only. Charges for extra listings date from the time the listings are posted on information records.

	Monthly Rate	
	Business	Residence
D. <u>Duplicate Listings, per line</u>	\$ 1.00	\$ 1.00

- 1) Duplicate listings, i.e., listings of nicknames, abbreviated names, names which are commonly spelled in more than one way and rearrangement of names are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer, and are not desired to secure a preferential position in the directory or for advertising purposes. Charges begin on the day the information records are posted.

PRICE LIST**SERVICE****11. Directory Listings (Continued)**

		Monthly Rate	
		Business	Residence
E.	<i><u>Alternate Listings, per line</u></i>	\$ 1.00	\$ 1.00
<p>1) An alternate listing refers a calling party to certain other telephone numbers after business hours or on Sundays or holidays or if there is no answer on the first listed number. Charges for alternate listings begin on the day the information records are posted.</p> <p>2) Where the alternate call number is to be that of another customer, the listing will be furnished only with written approval of the other customer.</p>			
F.	<i><u>Extra Lines Of Information, each line</u></i>	\$ 1.00	\$ 1.00
<p>1) Listings of office hours or other lines of information which are not required by the Company in order to efficiently handle telephone traffic are not included in the regular charges for service. A phrase directing the method of calling when a PABX operator is not on duty may be listed in the directory, at extra charges, whenever night connections are provided. Charges begin on the day the information records are posted.</p>			
G.	<i><u>Foreign Listings, each</u></i>	\$ 3.00	\$ 3.00
<p>1) Foreign listings are listings in the alphabetical list of an exchange other than the exchange in which the listed service is furnished. Charges begin on the day the information records are posted.</p> <p>2) A foreign or non-subscriber listing may be furnished customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign Company listing will be the rate of the Company in whose directory the listing appears.</p>			

PRICE LIST**SERVICE****11. Directory Listings (Continued)**

		Monthly Rate	
		Business	Residence
H.	<u>Enterprise or WX Service Listing</u>	\$ 4.30	\$ 4.30
	1) This service provides an arrangement in connection with message toll service whereby a customer offers patrons the privilege of calling him without the payment of a toll charge and without having to request specific reversal of this charge.		
	2) This service is available only to customers having private branch exchange service or individual line service, excepting coin box.		
	3) The exchanges in which such service is furnished are selected by the customer subject to the approval of the Company and the Company assigns and lists in the directory a special call number designation for the use of patrons in each such exchange.		
	4) Calls for the special number are accepted only when originating at telephones located in the exchange or zone with which the special call number is associated and only those toll calls placed by calling this special number are considered as coming within the scope of the service.		
	5) The customer assumes the charges for all toll calls placed by calling this special number in each exchange.		
	6) The initial contract period for this service is three months. Service may be terminated within the initial contract period by payment of the minimum service charge to the end of the initial contract period. Charges begin on the day the information records are posted.		
I.	<u>Trade Names</u>		
	1) A trade name created by adding a term such as Company, Agency, Shop, Works, etc., to the name of a commodity or service will not be accepted as a listing unless the subscriber shows satisfactory that he is authorized to do business under the trade name. The Company reserves the right to reject listings which appear to be designed primarily to give publicity to the commodity or service, or which in its judgment are otherwise objectionable or unnecessary for identification purposes.		

PRICE LIST

SERVICE

11. Directory Listings (Continued)

J. Dual Name Listings

- 1) Dual Name Listing will be a combined directory listing for any two people with the same last name and the same address. Those who qualify for a dual listing may include a husband and wife, a mother and daughter, father and son, brothers and/or sisters. In addition, we will allow a woman whose husband is deceased to list her own name and her husband's first name.
- 2) The dual name Primary Listing will be provided at no monthly rate.
- 3) The dual name additional listing will carry the regular additional listing monthly rate. Charges begin on the day the information records are posted.

12. Direct - In - Dialing Service

A. General

- 1) This service includes central office switching equipment necessary for in-dialing from the exchange and toll network directly to stations associated with customer-provided switching equipment.
- 2) This service must be provided on all lines in a trunk group arranged for inward service. Routing of calls to a selected number within the DID number group over a separate trunk group is not contemplated.
- 3) The minimum commitment period for the service is three years. In case of discontinuance or reduction of service within the minimum commitment period, a basic termination charge as shown in the rates following, reduced by 1/36 for each full month of service provided, shall be applied.
- 4) The rates herein contemplate the use of standard Company equipment and serving arrangements. When equipment or service of a special type is requested and provided, rates and charges are based on the cost involved to meet the individual requirements of each case.
- 5) Operational characteristics of interface signals between the telephone company-provided and customer-provided switching equipment must conform to the rules and regulations the telephone company considers necessary to maintain proper standards of service.
- 6) The telephone company shall not be responsible to the customers or authorized user or joint user if changes in protection criteria or in any of the facilities, operations or procedures of the telephone company render any facilities provided by a customer, authorized user or joint user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

PRICE LIST**SERVICE****12. Direct - In - Dialing Service (Continued)****A. General (Continued)**

- 7) Directory listings will be provided in accordance with the regulations of Directory Listings, under Primary Listings, in this price list. DID numbers furnished herein are not entitled to free directory listings.

B. Rates and Charges

The following rates and charges are in addition to the rates and charges for PBX trunks and other services or facilities with which this service is associated.

	Nonrecurring	Monthly Rate
First 100 DID Numbers		\$317.25
B <u>Installation Charge</u>	\$ 475.00	
B <u>Basic Termination Charge</u>	\$7,600.00	
Each Additional 100 DID Numbers		\$ 74.25
B <u>Installation Charge</u>	\$ 110.00	
B <u>Basic Termination Charge</u>	\$1,800.00	

13. Special Billing Numbers

A special billing numbering plan may be furnished to subscribers in order to associate originating long distance calls with specific stations, departments, projects, etc., at the rate specified herein.

Each Increment of 1 - 10 Numbers or Fraction thereof **\$ 1.00**

14. Telephone Numbers in Rotary (Trunk Hunting)

Rotary Service is an arrangement whereby a customer with two individual lines can have an incoming call automatically transferred by central office equipment, to his second line should the first line be in use. This also permits the customer with two lines to have only one listing since any call will be automatically transferred to the second line should the first line be in use.

Each line terminating in a rotary group **\$ 18.30**

PRICE LIST**SERVICE****15. Selective Toll Restriction Services**

Selective Toll Restriction Services and rates in this price list will be available to basic exchange customers with Individual Line Residence Service, Business Service with five (5) or more lines and Key Systems or PBX trunks. Residence services and rates and business services and rates up to four (4) lines can be found in the Company's tariff on file with the APSC. The following rates and charges are in addition to monthly rates and nonrecurring charges for exchange lines/trunks and other services of equipment with which they may be associated. Additionally, applicable service charges apply to any Residence line or PBX trunk and any Business Line or PBX trunk for STR Option 3 - 5, 7 and 8. No service charges apply to Options 6 or 9. Only one option may be provided on a line/trunk or group of lines/trunks. In exchanges where facilities are available, Company initiated blocking of 900/976 will be made. Subscribers who want the capability of dialing 900/976 calls will be required to request in writing the unblocking of 900/976 NNX's.

	Nonrecurring Charge	Monthly Rate
a. <u>Option Number One</u>		
Restricts: 1 + 976		
1) Residence Line, each #	\$5.00(1)	\$ ---
2) Business Line, each *	5.00(1)	---
3) Key System or PBX trunk, each	5.00(1)	---
NOTE: The 1 + 976 restriction is only applicable within the subscriber's area code.		
b. <u>Option Number Two (2)</u>		
Restricts: All 1 + 900 + telephone number		
1) Residence Line, each #	\$5.00(1)	\$ ---
2) Business Line, each *	5.00(1)	---
3) Key System or PBX trunk, each	5.00(1)	---

Note (1): Service charge will not be applicable to Option Number One as follows: The nonrecurring charge will not be applicable to customers who subscribe, 1) when the service is offered at the time of their application for new exchange service, 2) within 90 days after central office conversions which make Selective Toll Restriction service available for the first time.

Note (2): Where central office equipment is not available to block all customers, on the first occurrence of an adjustment due to unauthorized or mistaken 900 and/or 976 service calls, blocking shall be offered to the customer at no charge. However, on the second occurrence of adjustment or customer refusal to pay the 900 and/or 976 service charges, Company initiated blocking may be imposed.

See Company's current tariff for rates applicable to one-party residence lines.

* Applicable to Business customers with five or more lines. See Company's current tariff for rates applicable to first 4 business lines.

PRICE LIST**SERVICE****15. Selective Toll Restriction Services (Continued)**

	Nonrecurring Charge	Monthly Rate
c. <u>Option Number Three - Restricted Codes</u>		
Restricts: Vacant Code Recording 1+, 0-, 0+, 00-, (1+/0+) 411, 976, NPA 900, IDDD 01+, 976		
1) Residence Line, each#	\$5.00	\$2.00
2) Business Line, each *	5.00	4.00
3) Key System or PBX trunk		
Residence, each	5.00	4.00
Business, each	5.00	4.00
d. <u>Option Number Four - Restricted Codes</u>		
Restricts: Vacant Code Recording 0-, 0+, 00-, IDDD 01+, 976		
1) Residence Line, each#	\$5.00	\$2.00
2) Business Line, each *	5.00	4.00
3) Key System or PBX trunk		
Residence, each	5.00	4.00
Business, each	5.00	4.00
e. <u>Option Number Five - Restricted Codes</u>		
Restricts: Vacant Code Recording 1+, 0-, 0+, 00-, IDDD 011+, NPA 900		
1) Residence Line, each#	\$5.00	\$2.00
2) Business Line, each *	5.00	4.00
3) Key System or PBX trunk		
Residence, each	5.00	4.00
Business, each	5.00	4.00
f. <u>Option Number Six - Restricted Codes(2)</u>		
Restricts: Vacant Code Recording 1+976, NPA 900		
1) Residence Line, each#	\$ ---	\$ ---
2) Business Line, each *	C	---
3) Key System or PBX trunk		
Residence, each	C	---
Business, each	C	---

Note (1): Service charge will not be applicable to Option Number One as follows: The nonrecurring charge will not be applicable to customers who subscribe, 1) when the service is offered at the time of their application for new exchange service, 2) within 90 days after central office conversions which make Selective Toll Restriction service available for the first time.

Note (2): Where central office equipment is not available to block all customers, on the first occurrence of an adjustment due to unauthorized or mistaken 900 and/or 976 service calls, blocking shall be offered to the customer at no charge. However, on the second occurrence of adjustment or customer refusal to pay the 900 and/or 976 service charges, Company initiated blocking may be imposed.

See Company's current tariff for rates applicable to one-party residence lines.

* Applicable to Business customers with five or more lines. See Company's current tariff for rates applicable to first 4 business lines.

PRICE LIST**SERVICE****15. Selective Toll Restriction Services (Continued)**

Monthly	Nonrecurring	
	Charge	Rate
g. <u>Option Number Seven - Restricted Codes</u> Restricts: Vacant Code Recording 1+, 1+800, 0-, 0+, 00-, (1+/0+) 411, 976, NPA 900, IDDD 01+, IDDD 011+		
1) Residence Line, each#	\$5.00	\$2.00
2) Business Line, each *	5.00	4.00
3) Key System or PBX trunk		
Residence, each	5.00	4.00
Business, each	5.00	4.00
h. <u>Option Number Eight - Restricted Codes</u> Restricts: Vacant Code Recording 1+, 1+800, 0-, 0+, 00-, IDDD 011+, NPA 900		
1) Residence Line, each#	\$5.00	\$2.00
2) Business Line, each *	5.00	4.00
3) Key System or PBX trunk		
Residence, each	5.00	4.00
Business, each	5.00	4.00
i. <u>Option Number Nine - Restricted Codes(2)</u> Restricts: Vacant Code Recording 1+976, 1+800, NPA 900		
1) Residence Line, each#	\$ ---	\$ ---
2) Business Line, each *	C	---
3) Key System or PBX trunk		
Residence, each	C	---
Business, each	C	---

Note (2): Where central office equipment is not available to block all customers, on the first occurrence of an adjustment due to unauthorized or mistaken 900 and/or 976 service calls, blocking shall be offered to the customer at no charge. However, on the second occurrence of adjustment or customer refusal to pay the 900 and/or 976 service charges, Company initiated blocking may be imposed.

See Company's current tariff for rates applicable to one-party residence lines.

* Applicable to Business customers with five or more lines. See Company's current tariff for rates applicable to first 4 business lines.

PRICE LIST

SERVICE

16. Cellular Interconnection Service

A. General

- 1) Cellular Interconnection Service is made available by TEC - Cherokee Division to provide interconnection to cellular companies requesting 1.544 Mbps facilities for through communications. (T)
- 2) Cellular Interconnection Service is a service for the transmission of digital signals only and using only digital transmission facilities.
- 3) Cellular Interconnection Service provides for the simultaneous two-way transmission of isochronous digital signals at DS1 speeds of 1.544 Mbps, where facilities are available.
- 4) To ensure satisfactory operation, the terminal equipment provided by the customer must be compatible with the DS1/1.544 Mbps channel facility provided by the Company. The technical specifications and standard network interfaces for DS1 Service are contained in Bell Communications Research Technical Reference Publication 62411. This publication is available from Bell Communications Research, 60 New England Avenue, Piscataway, NJ 08854 - 4196.
- 5) Unless specified following, the regulations for Cellular Interconnection Service specified herein apply in addition to the regulations set forth in other sections of this price list.
- 6) The rates specified for Cellular Interconnection Service in "C." following contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes or add the new facility will apply in addition to the rates for Cellular Interconnection Service.

B. Regulations

- 1) Description of Service
 - a. Cellular Interconnection Service is furnished for the simultaneous two-way transmission of serial, Bipolar Return - to - Zero, isochronous digital signals at a speed of DS1/1.544 Mbps between two - points located within a LATA.
 - b. Multipoint service is not available.
 - c. A minimum initial service period of 12 months is required.

PRICE LIST

SERVICE

16. Cellular Interconnection Service (Continued)

B. Regulations (Continued)

1) Description of Service (Continued)

- d. A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the customer is required at a customer's or authorized user's premises to perform such functions as:
- proper termination of the service
 - amplification
 - signal shaping
 - remote loop - back
- e. The design, maintenance, and operation of Cellular Interconnection Service contemplates communications originating and terminating as (1) a customer premises to the Serving Wire Center - and/or to remote SWCs - interconnection channel (link); or (2) a Central Office to Central Office (interoffice) partial channel (link).
- f. All appropriate rates specified in other sections of this price list are in addition to the monthly rate per package or single channel for Cellular Interconnection Service specified in this price list.

2) Definitions

CHANNEL SERVICE UNIT

The term "Channel Service Unit" (CSU) denotes equipment provided by the Customer to terminate a digital facility on the customer's, or user's premises.

DIGITAL LOCAL CHANNEL

The term "Digital Local Channel" denotes a path for Cellular Interconnection Service furnished from the customer's premises to their Serving Wire Center.

DS1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in Bell Communications Research Technical Reference Publication 62411.

INTEROFFICE CHANNEL

The term "Interoffice Channel" denotes a path (or paths) for digital transmission between Company Serving Wire Centers within a LATA. An interoffice channel may be furnished in such manner as the Company may elect.

PRICE LIST

SERVICE

16. Cellular Interconnection Service (Continued)

B. Regulations (Continued)

- 3) Application of Rates
 - a. Digital Local Channels furnished between a Serving Wire Center and the customer's premises will be charged at rates based on a fixed monthly charge for the local channel and a mileage charge based on the airline distance measured between the Serving Wire Center and the customer's premises.
 - b. Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices, plus a fixed monthly charge for the channel termination.
 - c. Usage for access into TEC - Cherokee Division Switching Facilities will be billed at a per minute of use. Usage is described as completed calls through the landline switch. (T)
 - d. Toll charges made from customers of Cellular Companies interconnecting with TEC - Cherokee Division will be charged to only the interconnecting Cellular Company. (T)
- 4) Connections
 - a. Customer - Provided Terminal Equipment, Customer - Provided Derivation Equipment and Customer - Provided Communications Systems may be connected to Cellular Interconnection Service when such connection is made in accordance with the provisions specified in 2), 3), and 4) following.
 - b. Responsibility of the Company
 - 1) The responsibility of the Company shall be limited to the furnishing and maintenance of Cellular Interconnection Service to that point on the customer's premises where provision is made for the connection of customer-provided equipment. If the customer requires a different location in the same building, it can be provided under the Key/PABX Service Connection Charge elements found in the Service Connection Charge section of this price list.
 - 2) The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications systems provided by a customer. Cellular Interconnection Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities for Cellular Interconnection Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:

PRICE LIST

SERVICE

16. Cellular Interconnection Service (Continued)

B. Regulations (Continued)

4) Connections (Continued)

b. Responsibility of the Company (Continued)

2) (Continued)

- the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or
- the reception of signals by such equipment or systems, or
- damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.

3) The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of Cellular Interconnection Service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.

4) The Company undertakes to maintain and repair the facilities which it furnishes. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

c. Responsibility of the Customer

1) The customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected with Cellular Interconnection Service such equipment or facilities are operating properly.

2) The operating characteristics of the customer premises equipment or facilities shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by a customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the equipment provided by a customer is causing or is likely to cause such hazard or interference the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

PRICE LIST

SERVICE

16. Cellular Interconnection Service (Continued)

B. Regulations (Continued)

4) Connections (Continued)

c. Responsibility of the Customer (Continued)

3) The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.

4) The customer shall be responsible for payment of a Premises Visit Charge as set forth in Rates and Charges following for visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

d. Connection of Customer - Provided Terminal Equipment, Customer - Provided Derivation Equipment and Customer-Provided Communications Systems.

1) The following provisions will apply:

- (a) Customer - Provided Terminal Equipment and/or Customer - Provided Communications Systems may be connected at the premises of the customer to Cellular Interconnection Service.
- (b) The customer, by use of its own derivation equipment, may create digital bit streams from a Cellular Interconnection Service and such equipment may be connected for transmission of such bit streams when connected through a customer-provided CSU/TE.
- (c) The undertaking of the Company is to furnish Cellular Interconnection Service as ordered. The customer is required to provide the CSU/TE as specified in b. following.

2) Connection of Channel Service Units

A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) must be provided by the customer to connect a Company-provided digital facility. In accordance with Part 68 of the FCC's Rules and Regulations, new grandfathered CSU/TEs may be connected, moved, and reconnected until June 30, 1987. After this date only registered and previously connected grandfathered CSU/TEs may be connected to Company-provided digital facilities.

PRICE LIST**SERVICE****16. Cellular Interconnection Service (Continued)****B. Regulations (Continued)**

4) Connections (Continued)

d. Connection of Customer - Provided Terminal Equipment, Customer - Provided Derivation Equipment and Customer - Provided Communications Systems. (Continued)

2) Connection of Channel Service Units (Continued)

Grandfathered CSU/TE equipment must comply with the requirements outlined in Bell Communications Research Technical Reference 62411, dated September, 1983. This publication is now available from Bell Communications Research, 60 New England Avenue, Piscataway, NJ 08854-4196. Registered technical requirements for CSU/TEs are outlined in Part 68 of the FCC's Rules and Regulations. A copy may be obtained from the Federal Communications Commission, Room BB300, Washington, D. C. 20054.

5) Payment Arrangements and Credit Allowance

a. The minimum period for which month - to - month service is furnished and for which charges are applicable is 12 months.

b. Suspension of service is not allowed.

C. Rates and Charges

1) A Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. Rates are based on the airline distance between Serving Wire Center and the customer's premises.

	Nonrecurring Charge	Monthly Rate
a. Digital Local Channel, each		
(1) Fixed Monthly Rate		
First System	\$300.00	\$210.00
Each Additional System	\$300.00	\$155.00
(2) Channel Mileage, per digital local channel, per airline mile or fraction thereof	\$ 35.00	

PRICE LIST**SERVICE****16. Cellular Interconnection Service (Continued)****C. Rates and Charges (Continued)**

- 2) Interoffice Channels furnished between Central Offices. Rates are based on airline distance between Central Offices.

	Nonrecurring Charge	Monthly Rate
a. Interoffice Channel, each channel		
(1) Fixed monthly rate, per channel termination	\$ 100.00	\$ 30.00
(2) Each airline mile, or fraction thereof		35.00

- 3) Switching Facility Usage Charge

Usage for access into TEC - Cherokee Division Switching Facilities will be billed at the rate of **\$0.035** per minute of use, or fraction thereof. Usage is charged on a per minute basis for each completed call through the landline switch. (T)

- 4) Toll Charges

Toll charges made from customers of Cellular Companies interconnecting with TEC - Cherokee Division will be charged to only the interconnecting Cellular Company. Toll charges are in addition to all other charges set forth in this price list. (T)
(T)

- 5) Move Charge

A move charge, per Cellular Interconnection Service channel, applies for each Digital Local Channel moved to a new location in the same building. This move charge is equal to the Digital Local Channel Nonrecurring charge, Service Change Charge - Inside Moves, plus Premises Visit Charges.

- 6) Service Connection Charges

a. Service Establishment Charges are applicable, for each Cellular Interconnection Service channel ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination.

PRICE LIST**SERVICE****16. Cellular Interconnection Service (Continued)****C. Rates and Charges (Continued)****6) Service Connection Charges (Continued)**

- b. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's Inside Move or transfer of service responsibility request, for processing the necessary data on an existing Cellular Interconnection Service channel. A Service Change Charge is applicable for each Cellular Interconnection Service channel associated with the customer request (in lieu of a Service Establishment Charge).
- c. Premises Visit Charges are applicable, per Digital Local Channel, for the termination of a channel at a customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.
- d. Connection charges are applicable for the connection and testing of Digital Local Channels and/or Interoffice Channels. The charges applied are those nonrecurring charges contained in C. 1) and 2) preceding.

e. Charges for Cellular Interconnection Service

(1) Service Establishment Charge	Nonrecurring Charge
(a) Per Cellular Interconnection Service Channel, each	\$575.00
(2) Service Change Charge	
(a) Per Cellular Interconnection Service Channel	
(1) For Inside Moves, each	350.00
(2) Per Transfer of Responsibility, each	350.00
(3) Premises Visit Charge	
(a) Per Digital Local Channel or for an Inside Move	
(1) Per Visit	45.00

PRICE LIST**SERVICE****17. Circuit Rental****A. General**

The following rates apply when necessary facilities are available. When facilities are not available, the customer may be required to pay an additional charge or to contract for service beyond the initial period, or both.

The total mileage is the sum of the direct route mileage from each local loop point to its serving central office, with fractional 1/4 miles rated as full 1/4 miles, for each two point segment of distance. Mileage is charged per cable pair.

B. <u>Rates</u>	Nonrecurring Monthly Rate	
<i>Local Loop</i> , per cable pair, route mileage		
- First 1/4 mile		150% of B - 1 rate
- Each Additional 1/4 mile<		\$ 1.00
- <u>Installation, Move or Change Charge</u> , first 1/4 mile	\$ 35.00	
<i>Local Loop for Foreign Exchange</i> , per cable pair, route mileage		
- First 1/4 mile		150% of B - 1 rate
- Each Additional 1/4 mile<		\$ 1.00
- <u>Installation, Move or Change Charge</u> , first 1/4 mile	\$ 35.00	
<i>Local loop rental</i> when cable pair does not go through local exchange central office, per cable pair, route mileage		
- First 1/4 mile		150% of B - 1 rate
- Each Additional 1/4 mile<		\$.75
- <u>Installation, Move or Change Charge</u> , first 1/4 mile	\$ 35.00	

18. Advanced Digital Services - Basic Rate Interface (BRI)

Advanced Digital Services Access - These charges provide a OB + OD ISDN service. The customer must add the desired B Channels and D Channels to configure the service as required. B and D Channels charges are in addition to the access rate below:

<i>Access</i>	Service Establishment	Monthly Rate
- Res/Bus Advanced Digital Services, single line, Per line	\$ 58.50	\$55.00
- Centrex Advanced Digital Services	\$ 58.50	\$55.00¹

< **Fractional 1/4 miles are treated as full 1/4 miles.**

Note 1: Centrex rates also apply.

PRICE LIST**SERVICE****18. Advanced Digital Services - Basic Rate Interface (BRI) (Continued)**

Communications Channels - Service establishment and recurring monthly charges listed below are in addition to Advanced Digital Service Access rate above: (2 - B Channels plus 1 - D Channel are required)

Service Element	Service Establishment	Monthly Rate
- Circuit - Switched Voice (per B Channel)	\$ 24.00	\$16.25
- Circuit - Switched Data (per B Channel)	\$ 24.00	\$16.25
- Circuit - Switched Alternate Voice/Data (per B Channel)	\$ 24.00	\$16.25
- D Channel Packet (per D Channel)	24.00	13.50

Circuit Switching - The following usage charges will be assessed on local calls originating from Advanced Digital Services lines and are in addition to the access and channel rates previously listed:

Usage Element	Per Minute
- Circuit - Switched Voice Calls	No charge
- Circuit - Switched Data Calls: First 1,800 minutes in a month (Per B Channel, per minute)	No charge
- Each additional minute over 1,800 minutes in a month (per B Channel per minute)	\$.02

Packet Switching - The following usage charges will be assessed on calls using the packet-switched network and are in addition to the access and channel rates previously listed:

Packet Usage Element	Rate
- Per kilopacket (64 Octets or 1,000 packets)	\$.40
- Virtual call setup charge (per call attempt)	\$.01
- Fast Select Charge (per select attempt)	\$.01

PRICE LIST**SERVICE****18. Advanced Digital Services - Basic Rate Interface (BRI) (Continued)**

<i>Directory Numbers</i>	Service Establishment	Monthly Rate
- Primary Directory Number (with each Advanced Digital Services line)	No charge	No charge
- Secondary Directory Numbers (per additional number)	No charge	\$3.00
<i>Circuit - Switched Features</i>		
- Clear Channel Capability	No charge	No charge
Additional Call Offering (per line)	No charge	\$2.00
- Multiline Hunt Service (per directory number)	No charge	\$2.50
- Call Pick-Up (per line)	No charge	\$2.00
<i>Custom Calling Services</i>		
- Call Hold	No charge	No charge
- Three Way Calling	No charge	No charge
- Call Transfer	No charge	No charge
- Conference Calling - Six Way Station Controlled (per line)	Note 1	Note 1
- Call Forwarding (per directory number)	Note 1	Note 1
- Other Custom Calling Services	Note 1	Note 1
<i>Advanced Calling Services</i>		
- Automatic Callback (Monitoring)	Note 1	Note 1
- Caller ID - Number	Note 1	Note 1
- Caller ID - Name (per line)	Note 1	Note 1
- Other Advanced Calling Services	Note 1	Note 1
<i>Centrex Features</i> (Centrex customers only)	Note 1	Note 1

Note 1: Current rates, charges, and multiple feature discounts for applicable Custom Calling, and Centrex Services may be found in the Telephone Company's Price list for these services. For analog lines, the rates and charges for these services are normally applied on a per line basis. For Advanced Digital Services lines, the rates and charges for applicable services are applied on a per directory number basis (to each directory number to which these services are assigned).

PRICE LIST**SERVICE****18. Advanced Digital Services - Basic Rate Interface (BRI) (Continued)**

Service Establishment Charges - When the above features are ordered as part of an initial service order with an Advanced Digital Services B Channel, there is no service establishment charge for these services.

Subsequent feature additions and changes - When the above features are ordered or modified after the initial installation of an Advanced Digital Services B Channel, the nonrecurring feature addition and change charge is as follows:

	Charge
Feature Additions and Changes (per B Channel)	\$20.00¹

Only one service charge will appear when multiple features are added or changed on a B Channel as part of the same service order.

Note 1: In addition to applicable Service Connection Charges.

Electronic Key Telephone Service (EKTS) - The monthly rates shown below apply to EKTS features. To have EKTS, a line must have at least one Advanced Digital Services Circuit - Switched Voice or Circuit - Switched Alternate Voice/Data B Channel.

	Service Establishment	Monthly Rate
<i>Electronic Key Telephone Service (EKTS)</i> (per B Channel configured for EKTS)	\$30.00	No charge
<i>Multiple Appearance Directory Numbers</i>		
- First 4 DNs on an EKTS Set	No charge	No charge
- Fifth and Subsequent DN appearing on an EKTS Set	\$ 4.00	\$ 2.00
<i>Additional Call Appearances</i>		
- First 4 call appearances	No charge	No charge
- Fifth and subsequent call appearance of a DN (per EKTS Set)	\$ 4.00	\$ 2.00
- Analog Line Appearances (per analog number appearing on an EKTS Set)	No charge	\$ 2.00
- Bridging	No charge	No charge
- Automatic Bridged Call Exclusion (Privacy on Answer)	No charge	No charge
- Privacy (Manual Exclusion)	No charge	No charge
- Intercom Calling (Per Intercom button assigned to an EKTS Set)	No charge	\$ 1.50

PRICE LIST**SERVICE****18. Advanced Digital Services - Basic Rate Interface (BRI) (Continued)***Electronic Key Telephone Service (EKTS) (Continued)*

	Service Establishment	Monthly Rate
<i>Display Capability</i>		
B Caller ID	No charge	No charge
B Called Number Display	No charge	No charge
B Calling Reason Display	No charge	No charge
B Message Waiting Indication	No charge	No charge
<i>Feature Function Buttons</i>	No charge	No charge
<i>Non-Standard Button Arrangement/ Configuration (per EKTS Set)</i>	\$30.00	No charge
<i>Ringing Options</i>	No charge	No charge

Subsequent feature additions and changes - When EKTS features are ordered or modified after the initial installation of EKTS, the nonrecurring feature addition and change charge is as follows:

Feature Additions and Changes (per EKTS line)	Charge \$20.00¹
--	---------------------------------------

Only one service charge will appear when multiple features are added or changed on a B Channel as part of the same service order.

Note 1: In addition to applicable Service Connection Charges.

Packet-Switched Services - The monthly rates shown below apply to Packet-Switched Service. D Channel Packet or B Channel Packet is a prerequisite for these services:

B Hunt Groups (per member)	No charge	\$ 2.50
B X.25 Data Services	No charge	No charge
B Closed User Groups (per user group)	\$10.00	No charge
B Closed User Groups (per member)	No charge	\$ 1.50

PRICE LIST**SERVICE****18. Advanced Digital Services - Basic Rate Interface (BRI) (Continued)***Packet-Switched Services (Continued)*

Subsequent feature additions and changes - When packet switching features and/or parameters are ordered or modified after initial installation, the nonrecurring feature addition and change charge is as follows:

	Charge
Feature Additions and Changes (per packet channel)	\$20.00¹

Only one service charge will appear when multiple features or parameters are added or changed on a D Channel as part of the same service order.

Note 1: In addition to applicable Service Connection Charges.

Long Term Contract Discounts - The non-recurring service establishment charges associated with Advanced Digital Services access, circuit - switched services, circuit-switched features, EKTS, and packet-switched services will automatically be reduced according to the following schedule for customers who sign long term contracts:

Contract Duration	Discount on Service Establishment Charges
Monthly	0%
24 Months	20%
36 Months	40%
48 Months	60%
60 Months	80%

19. Advanced Digital Services - Primary Rate Interface (PRI)

Advanced Digital Services Access - These charges provide the underlying communications facility to support a PRI Service arrangement. B and D Channels charges are in addition to the access rate below:

Access	Service Establishment	Monthly Rate
B Advanced Digital Services PRI Access, per facility (First route mile, or fraction thereof)	\$300.00	\$140.00
B PRI Access-Distance Extension, per facility (additional route mile or fraction thereof)	\$150.00	\$120.00

PRICE LIST**SERVICE****19. Advanced Digital Services - Primary Rate Interface (PRI) (Continued)**

Communications Channels - ISDN PRI Service arrangement is a flat rate service that applies to circuit switched calls only, not to packet calls.

Service Element	Service Establishment	Monthly Rate
B Standard Interface Voice/Data 23 B Channels plus D Channel	\$700.00	\$1984.00 €
B Additional 24 B Channels Multiple PRI facility arrangement	\$700.00	\$1984.00 €
B Inward Data - 23 B Channels plus D Channel	\$700.00	\$1200.00
- Additional 24 B Channels	\$700.00	\$1200.00
B Circuit - Switched Alternate B D Channel Backup (Maximum one per PRI Service Arrangement)	\$150.00	\$ 110.00
<i>Directory Numbers</i>		
B Primary Directory Number (One with each Advanced Digital Services PRI facility)	No charge	No charge
B Additional DID Directory B Numbers (per additional DN)	No charge	\$ 0.20

€ Includes ISDN PRI Interface and channels.

PRICE LIST**SERVICE****19. Advanced Digital Services - Primary Rate Interface (PRI) (Continued)**

Feature	Service Establishment	Monthly Rate
<i>Circuit - Switched Features</i>		
B Clear Channel Capability	No charge	No charge
<i>Call-by-Call Capability</i>		
B public network calls (incoming, outgoing, or 2-way trunk calls)	No charge	No charge
B DID (per DID simulated facility In PRI service arrangement)	\$20.00	\$15.00
B FX (per FX facility/simulated facility in PRI service arrangement) €	\$20.00	\$12.00
B Tie Facility (per tie facility/simulated facility in PRI service arrangement) €	\$20.00	\$12.00
B INWATS (per INWATS facility/simulated facility in PRI service arrangement) ∠	\$20.00	\$12.00
<i>Caller ID - Number</i> (per PRI facility)	\$20.00	\$90.00
<i>Caller ID - Name</i> (per PRI facility, requires Caller ID-Number)	\$20.00	\$30.00

€ Does not include the cost of the facilities between CO's.

∠ INWATS measured rates changes are additional.

PRICE LIST**SERVICE****20. IntraLATA Private Line Service - DS1 Service**

- A. *Clear Channel Capability (CCC)* - is provided on DS1 service channels between two customer designated premises, from a customer premises to their Serving Wire Center (SWC) or Node Central Office (NCO) and/or to a remote SWC or NCO, and from a Central Office (CO) to a CO. CCC is provided in an ESF. When CCC is ordered at time of installation, there is no charge for CCC. Charges apply when CCC is added via ESF or removed via SF.

Clear Channel Capability (CCC) - per DS1 service channel optioned as:

Superframe Format (SF), each subsequent charge	Nonrecurring Charge \$600.00
Extended Superframe Format (ESF), each subsequent charge	\$600.00

- B. *Service Establishment Charges* - applicable for each DS1 service channel ordered, for receiving and recording information and/or for taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing, and coordination.

B per each DS1 Service Channel	Nonrecurring Charge \$575.00
--------------------------------	---

- C. *Service Change Charges* - applicable for receiving and recording information and/or taking action in connection with a customer's inside move or transfer of service responsibility request, for processing the necessary data on an existing DS1 service channel. A Service Change Charge is applicable for each DS1 service channel associated with the customer request (in lieu of a Service Establishment Charge).

per DS1 Service Channel	Nonrecurring Charge
- for <u>inside moves</u> , each	\$350.00
- per <u>transfer of responsibility</u> , each	350.00

- D. *Premises Visit Charge* - applicable per DS1 local channel, for the termination of a channel at a customer's premises or for inside moves. Only one premises visit charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.

per DS1 local channel or for an <u>inside move</u> , -per visit ∇	\$ 45.00
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∇ This charge applies to subsequent additional stations installed in a building.

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20. IntraLATA Private Line Service - DS1 Service

E. *DS1 Local Channel* is furnished between a Serving Wire Center and the customer's premises. DS1 service rates below include the central office trunk termination (COTT).

(1) DS1 Local Channel, each DS1 with COTT

	Nonrecurring Charge	Month to Month	12 Months	24 Months	36 Months
Each DS1	\$300.00	\$335.00	\$279.00	\$261.00	\$244.00

(2) Channelization (Optional)

	Per Month	Nonrecurring Charge
DS1 to Voice	\$312.00	*

F. *Interoffice Channels* are furnished between Central Offices. Rates are based on the airline distance between Central Offices.

(1) Interoffice Channel, each channel

	Nonrecurring Charge	Month to Month	12 Months	24 Months	24 Months
(a) Fixed Monthly rate	\$310.00	\$75.00	\$65.00	\$60.00	\$55.00
(b) Each airline mile, or fraction thereof	-	21.00	16.00	14.00	12.00

(2) DS1 Service Channel optioned as

	Monthly Rate	Nonrecurring Charge Initial	Nonrecurring Charge Subsequent
(a) Superframe Format (SF)	-	-	-
(b) Extended Superframe Format (ESF)	-	-	-

600.00

* Not applicable when channelization is installed at the same time as initial service. Applicable DS1 Service Connection Charges will apply if channelization is ordered after initial installation.

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20. IntraLATA Private Line Service - DS1 Service (Continued)

- G. *Move Charge* - per DS1 service channel, applies for each DS1 Local Channel moved to a new location in the same building. This move charge is equal to the DS1 Local Loop Channels nonrecurring charge, Service Change Charge - Inside moves, plus Premises Visit charges. A Move Charge also applies for each DS1 service moved to a new location in the Company territory within the same state. This move charge is equal to the sum of all nonrecurring charges applicable to a new DS1 service channel installation at the new location.
- H. *Digital Data Services* * - Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. The Digital Local Channel Charges apply per local Channel and include a Channel Termination at the Company's Central Office. (T)

(1) DIGITAL LOCAL CHANNEL

		Nonrecurring Charge		Month	12	24
		First	Add'l	to Month	Months	Months
(a)	2.4 Kbps	\$414.00	\$271.00	\$ 65.00	\$58.75	\$56.50
(b)	4.8 Kbps	414.00	271.00	65.00	58.75	56.50
(c)	9.6 Kbps	414.00	271.00	65.00	58.75	56.50
(d)	19.2 Kbps	414.00	271.00	65.00	58.75	56.50
(e)	56.0 Kbps	459.00	311.00	105.00	93.00	86.00
(f)	64.0 Kbps	499.00	351.00	105.00	93.00	86.00

A Digital Data Interoffice Channel is furnished between a serving wire center and the Central Office or between the Central Offices. A fixed rate and a rate per mile apply to each band for each Digital Data Interoffice Channel provided.

(2) INTEROFFICE CHANNEL - A fixed rate and per mile charges apply per channel

		Nonrecurring Charge	Month to Month	12 Months	24 Months
Fixed Rates Applicable:					
(a)	2.4, 4.8, 9.6, and 19.2 Kbps	\$67.00	\$22.00	\$19.50	\$19.00
(b)	56.0 and 64.0 Kbps	67.00	40.00	36.00	34.00
Each mile or fraction thereof:					
(a)	2.4, 4.8, 9.6, and 19.2 Kbps	-	\$ 2.05	\$ 1.90	\$ 1.75
(b)	56.0 and 64.0 Kbps	-	4.10	3.80	3.50

* Digital Data Services is grandfathered and restricted to existing services. No new service will be offered. (N)
 (N)

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20. IntraLATA Private Line Service - DS1 Service (Continued)

H. *Digital Data Services* * (Continued)

(3) *OPTIONAL FEATURES, FUNCTIONS, AND CHARGES*

	Nonrecurring	Month	12	
	Charge	to Month	24	* Digital Data Services is grandfathered and restricted to existing services. No new service will be offered.
			Months	
			Months	
(4) <i>MULTIPOINT SERVICE</i> , per local or interoffice channel bridged ^{1,2,3}				
(a) 2.4, 4.8, 9.6, and 19.2 Kbps	\$ 28.00	\$25.00	\$24.00	
(b) 56.0 and 64.0 Kbps	28.00	25.00	\$22.00	
			24.00	
			22.00	
(5) <i>SECONDARY CHANNEL CAPABILITY</i> , per local Channel, each ^{1,2,3}	\$140.00	\$15.00	\$14.00	\$13.00
(6) <i>DATA OVER VOICE CHANNEL</i> , per local channel, 9.6 Kbps ³	\$540.00	\$40.00	\$38.00	\$36.00
	Nonrecurring Charge	First	Additional	
(7) <i>SPEED SERVICE CHARGE</i> , Per Local Channel	\$300.00	\$170.00		

- Note 1:** This option may not be available where 56.0 Kbps repeaters are required for digital local channels
- Note 2:** This option is not available with 64.0 Kbps or when the Data Over Voice Channel option is used.
- Note 3:** Not available at all service locations.

I. *Voice Grade Services*

Voice Grade Channels - denotes a path furnished from the serving wire center to the demarcation point on the customer's premises.

	Monthly Rate	Nonrecurring Charge First	Additional
<i>Voice Grade</i> , per local channel, per point of Termination			
- Voice, two or four - wire	\$ 55.00	\$315.00	\$130.00
- Data, two or four - wire	60.00	360.00	160.00

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(T)

(N)
(N)

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20. IntraLATA Private Line Service - DS1 Service (Continued)

I. *Voice Grade Services (Continued)*

InterOffice Channel Mileage - when station locations of a voice grade service are located in different wire center serving areas, interoffice channel charges apply. Charges are based on the direct airline distance measured between the serving wire centers. A fixed and per mile charge applies as set forth following,

	Fixed Monthly Charge	Monthly Charge Per Mile	Nonrecurring Charge Per Channel
Voice Grade Service	\$35.00	\$ 2.25	\$96.00

Optional Features and Functions

Bridging - Voice Grade - Bridging charges are applicable where more than two Local Channels, or one or more Local Channels and more than one Interoffice Channel, or more than one Local Channel and one Interoffice Channel are bridged or hubbed at the same wire center.

	Monthly Rate	Nonrecurring Charge
<i>Voice Bridging</i> , per port		
- Two - Wire	\$ 15.00	\$ 32.00
- Four - Wire	16.00	32.00
<i>Data Bridging</i> , per port		
- Four - Wire	\$ 25.00	\$ 34.00

Telemetry and Alarm Bridging - Split Band, Active Bridging

	Monthly Rate	Nonrecurring Charge
<i>Common Equipment</i> , per central office		
B First Bridging Shelf, capacity of 48 two-wire connections	\$120.00	\$385.00
B Additional bridging shelf, Capacity of 56 two-wire connections installed subsequent to the first bridging shelf	120.00	350.00
B Additional bridging shelf, Capacity of 56 two-wire connections installed at the same time as the first bridging shelf	50.00	215.00

PRICE LIST**SERVICE****20. IntraLATA Private Line Service - DS1 Service (Continued)**I. *Voice Grade Services (Continued)**Telemetry and Alarm Bridging - Split Band, Active Bridging (Continued)*

	Monthly Rate	Nonrecurring Charge
<i>Channel Connections</i> , per channel connected		
B Remote station channel connection	\$ 5.00	\$ 33.00
B Mid - link channel connection, first channel	10.00	43.00
B Mid - link channel connection, subsequent channels	10.00	43.00

Signaling Arrangements - provided at the customer's option to arrange channels for suitable signaling. Signaling is required on all off-premises extension channels and tie line channels associated with PBX (or similar) systems.

	Monthly Rate	Nonrecurring Charge	
		Initial	Subsequent
Per local channel			
(a) Ringdown B Manual	\$11.00	\$ 34.00	\$180.00
(b) Ringdown B Automatic	10.00	15.00	57.00
(c) E & M Type	10.00	44.00	165.00
(d) Type A (0 B 199 ohms)	6.00	40.00	115.00
(e) Type B (200 B 299 ohms)	6.00	37.00	115.00
(f) Type C (900 or more ohms)	3.00	12.00	115.00

Conditioning (Voice Grade Services) B Conditioning provides more specific transmission characteristics for data services. There are two types of C-conditioning and one type of D-conditioning, each with different technical specifications. C-type conditioning controls attenuation distortion and envelope delay distortion. D-type conditioning controls the signal to C-notched noise ratio and intermodulation distortion.

Conditioning is charged on a per Local Channel Basis for two-point and multipoint service. For two-point services the parameters apply to each service. For multipoint services the parameters apply to any path between any two service points.

PRICE LIST**SERVICE****20. IntraLATA Private Line Service B DS1 Service (Continued)**I. *Voice Grade Services (Continued)**Conditioning (Voice Grade Services) (Continued)*

	Monthly Rate	Nonrecurring Charge	
		Initial	Subsequent
<i>C -Types of Conditioning, per local channel</i>			
B C1 Type	\$2.00	\$10.00	\$65.00
B C2 Type	2.00	22.00	74.00
<i>D - Type Conditioning, per local channel</i>			
B D1 Type	\$2.00	\$16.00	\$69.00

21. Foreign Exchange ServiceA. General

A subscriber of a FX service will be required to also take regular exchange service from the local exchange. In no event shall the FX service be allowed to be connected to, or otherwise be made available for, the local exchange switchboard service.

Foreign Exchange Service is offered as local exchange service and the use of this service for originating toll service is not contemplated.

B. Definitions

Foreign Exchange (or FX) Service is exchange (local) service furnished to a subscriber from an exchange other than the one from which he would normally be served. Such service is not in accord with the general plan of furnishing telephone service and such service is furnished only under special conditions, where warranted by the circumstances, including availability of facilities involved.

The exchange in whose service area the customer is located and which furnished the telephone or PBX termination for foreign exchange service and which bills and collects for such service is called the local exchange.

The exchange which is provided the central office facilities and thereby furnished the foreign exchange service is called the servicing exchange.

Where Foreign Exchange Service is provided between exchanges or exchange areas of the Company, it is called Intra - Company FX Service. Where such service is furnished between an exchange of the Company and that of another Company, it is called Inter-Company FX Service.

PRICE LIST**SERVICE****21. Foreign Exchange Service (Continued)****C. Rates**

The service charges for connections, move or change of service apply in addition to the installation charge.

1) Interexchange Channel including the Channel Terminals

	Installation Charge	Monthly Rate
a. Per Channel		
(1) First mile	\$ 535.00	\$ 76.00
(2) Each additional mile or fraction thereof	N/C	2.00

2) Interoffice Channel including the Channel Terminals

a. Per Channel		
(1) First 1/4 mile	N/C	5.80
(2) Each additional 1/4 mile or fraction thereof	N/C	1.30

The monthly rate for Foreign Exchange Service is the monthly rate for individual access line, station, or PBX trunk, applicable in the serving exchange plus the regular authorized monthly charges for any exchange service facilities, except stations and PBX trunks (but including any applicable mileage charge), used in furnishing the service by the local exchange, plus;

- Mileage charges, route measurement, of Company owned circuit used in connecting the local exchange central office with the serving exchange central office, plus;

Any additional charges made by another telephone company or companies in furnishing the circuit.

Installation and service connection charges for furnishing Foreign Exchange Service shall be the authorized charges for individual line main station, or PBX trunk applicable in the serving exchange, plus the regularly service facilities, except stations used in furnishing the service by the local exchange.

PRICE LIST**SERVICE****22. Digital Centrex Service**

A centrex customer must have a minimum of two centrex lines. The minimum charge period for services is twelve (12) months. All exchange lines in a centrex group must have the same billing arrangement, either flat-rate or measured service.

Standard Features - the monthly rate for a centrex line include the following standard features:

- DTMF Signaling
- Direct Inward Dialing
- Direct Outward Dialing
- Intercom Dialing
- Call Hold
- Call Transfer

The following per-line, per month rates will apply:

1 to 25 lines	\$29.28
More than 25 lines	\$27.45

Optional Features - The following individual station features can be provided at the monthly rates shown below:

Group A

- Three-way Calling
- Call Forwarding
 - Variable
 - Busy Line
 - Don't Answer
- Call Pick-up
- Call Waiting
- Cancel Call Waiting
- Voice/Data Protection
- Do Not Disturb
- 8-Code Speed Calling
- Direct Connect
 - Manual Line
 - Warm Line
- Other Miscellaneous Group A Features

Monthly Rate

Up to 2 features per line	\$5.00
Each additional feature per line	\$1.50

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SERVICE**22. Digital Centrex Service (Continued)****Group B**

30-code Speed Calling	\$ 4.50 per line, per month
Voice Mail	4.95 per line, per month
Hunting	4.50 per line, per hunt group, per month
Virtual Facility Group	35.00 per month

<i>Service Establishment Charge, per line</i>	Nonrecurring \$12.00
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The Service Establishment Charge supersedes the non-recurring charges for initial activation of existing business subscribers choosing to subscribe to centrex service.

23. Private Branch Distribution Systems

Facilities furnished for private branch distribution systems may require special construction charges, special monthly recurring charges, or both or a termination agreement. These charges will only apply where facilities are extended outside the building in which the private branch exchange equipment is located and where revenues received from such mileage charges are insufficient to justify construction.

PRICE LIST**SERVICE****24. Alarm Circuits****A. General**

An alarm circuit is a two wire line or cable pair provided by the Telephone Company from the customers premises to a different location (Police Station, customers residence, etc.) within the Exchange Rate Area of the Telephone Company Exchange, over which the customer operates his own alarm equipment.

B. Conditions

- 1) The customer will be required to furnish and maintain the circuit closing device and the wiring between this device.
- 2) The customer shall indemnify and hold harmless and thereby release the Company from any and all legal or other expenses, claims, costs, losses, suits or judgments for damages or injuries to or deaths of persons, or damages to or destruction of property arising in any way directly or indirectly, by reason of any use by the customer of the facilities provided by the Company.

C. Rates

Alarm Circuit, per cable pair **	<u>Monthly Rate</u>
First Quarter Mile	\$18.30
Each additional quarter mile, or fraction thereof	\$.75
Alarm Circuit, per cable pair, where cable pair does not go through the local exchange central office.	
First Quarter Mile	\$18.30
Each additional quarter mile; or fraction thereof	\$.75
Installation, Move or Change Charge, Per Cable Pair	\$35.00

** A loop is defined as a circuit pair going from the point of origin to the Central Office.

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25. Voice Mail (V-Mail) Services

A. General

V-Mail is a computer based voice message system. The calling party is automatically sent to the V-Mail system when the incoming call is not answered. It allows customers to use their telephone to send and retrieve messages 24 hours a day. Only the customer can access the message center using an assigned security passcode. To retrieve messages a touch-tone phone is required. The customer's voice greets the caller. The caller can review and change, add or delete details, before hanging up. An automatic time and date feature lets the customer know exactly when the message was left.

Wake-up service allows the customer to program a time for the V-Mail system to make a wake-up call to the customer. Message Waiting Indicator (stutter dial tone) is included with V-Mail for single line residential and business services only. V-Mail requires the following custom calling features, under the Company's price list: *Call Forwarding Busy Line and Call Forwarding Don't Answer.*

B. Package Definitions

1) The V-Mail **plus package** consist of the following features:

- a) Personalized greeting
- b) Personal voice mailbox number
- c) Receive messages
- d) Retrieve messages
- e) 5-day message retention
- f) 3-minute message length
- g) 10 messages storage capacity
- h) Wake-up service

PRICE LIST

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25. Voice Mail (V-Mail) Services (Continued)

B. Package Definitions (Continued)

- 2) The V-Mail **enhanced package** consists of the following features:
- a) Personalized greeting
 - b) Personal voice mailbox number
 - c) Receive messages
 - d) Retrieve messages
 - e) Send and receive message to and from other voice mailbox users
 - f) 10-day message retention
 - g) 5-minute message length
 - h) 25 message storage capacity
 - i) Wake-up services
- 3) The V-Mail **deluxe package** consists of the following features:
- a) Personalized greeting
 - b) Personal voice mail box phone number
 - c) Receive messages
 - d) Retrieve messages
 - e) Send messages to other mailbox users
 - f) Distribution list to other mailbox users
 - g) Urgent message notification
 - h) Forward message to paging service
 - i) Message delivery to a phone number outside the voice mailbox system
 - j) 14-day message retention
 - k) 5-minute message length
 - l) 50 messages storage capacity
 - m) Wake-up services

C. Rates and Charges

	Monthly Rate	Nonrecurring Charge
1) Plus V-Mail Package		
Per mailbox	\$ 4.95	\$23.00
2) Enhanced V-Mail Package		
Per mailbox		
1 B 20 boxes, per subscriber	\$ 7.95	\$23.00
more than 20 boxes	\$ 6.95	\$23.00
3) Deluxe V-Mail Package		
Per Mailbox		
1B 15 boxes	\$13.95	\$23.00
More than 15 boxes	\$12.95	\$23.00
Additional 25 message retention capacity	\$ --	\$ 5.00

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25. Voice Mail (V-Mail) Services (Continued)

C. Rates and Charges (Continued)

4) Extension Mailbox:

The extension mailbox is used to route callers to children@ mailboxes. When a mailbox with this class of service feature is reached by an outside caller, the greeting is played, then the system waits for DTMF input to route the call to the next desired mailbox greeting.

The user sets this mailbox up by creating distribution list 01, then adding the numbers of the children mailboxes to this list. The lowest level mailbox number can be reached by pressing 2, etc. Up to 200 children mailboxes, (the limit to the number of mailboxes in a distribution list) can be added. A greeting that directs the user to input an appropriate number (or numbers) must be recorded.

Extension mailboxes can be used, for example, to provide successive levels of call screening, and to route a caller to the desired department.

Each Extension Mailbox on the same
telephone number **\$2.00**

5) Broadcast or Greeting Only Mailbox:

When an outside caller accesses a Greeting Only Mailbox, Voice Memo plays the greeting, then hangs up. Callers and other users cannot leave messages.

Greeting Only Mailboxes are useful for special applications, such as announcing shows and times for movie houses.

The monthly rate for this mailbox is **\$4.95**.

6) Automated Receptionist:

Automated receptionist II is an optional feature that answers incoming phone calls and asks the caller to enter the extension number of the party they wish to reach. If they do not know the extension number of the party, they can spell out the name on the telephone keypad. Once the extension has been entered, the system will transfer the caller to the desired party's extension.

Calls may be transferred blind, supervised, or screened. If it is a blind transfer, the system hangs up once the extension is dialed. If it is a supervised transfer, the system stays on the line until the caller gets through to the desired extension. If the extension is busy or ring-no-answer, the call is pulled back and the caller can choose to leave a message in the called party's mailbox, or be transferred to another extension. A screened transfer is when the called party is forewarned who is calling and can choose to accept or reject the call. Again, if the called party chooses not to answer the call, the caller may leave a message in the called party's mailbox or be transferred to another extension. The system administrator configures the options available to a caller (transferring to another extension or leaving messages in mailboxes).

PRICE LIST**SERVICE****25. Voice Mail (V-Mail) Services (Continued)****C. Rates and Charges (Continued)****6) Automated Receptionist: (Continued)**Installation of Automated Receptionist **\$200.00** plus service order chargeMonthly charge for Automated Receptionist **\$150.00**

In addition to the above charges for Automated Receptionist a monthly charge per mailbox will apply. The number of mailboxes in the Automated Receptionist configuration determines the price per mailbox as set forth below:

	Monthly Charge
Mailboxes (1 B 44)	\$ 4.95 each
Mailboxes (45 B 70)	3.50 each
Mailboxes (71 B 100)	3.00 each
Mailboxes (101 B 200)	2.50 each
Mailboxes (over 200)	2.00 each

If the mailboxes are installed at the same time Automated Receptionist is installed there will be not additional installation charge. Changes or additions to the system will be made at **\$10.00** per mailbox plus a service order charge.**26. Bridged Extension Service (R)****A. General**

- 1) Bridged Extension Service is an off-premise extension served from a digital remote or other device and bridged in the central office or other location to the subscriber's line utilizing the same telephone number assigned from the switched wire center (central office) normally serving the subscriber. Bridged Extension Service is only provided within the same serving exchange area as the subscriber's main telephone number.

The following monthly charge includes a bridge service channel charge and a bridging port charge. Mileage charges do not apply to bridged extension service. Bridged extension service will always be terminated at the same time as the main telephone number.

	Monthly Charge	Non-Recurring Charge*
Bridge Service Channel, Each		
Residential	\$19.71	**
Business	\$33.54	**
Key Service	\$40.54	**
PBX Service	\$40.54	**

*Does not include wiring beyond the demarcation point at the subscriber's location.

**Applicable Service Connection Charges found in this price list will be used.

(R) Restricted to existing customer services in place as of 2/1/2007.

PRICE LIST**SERVICE****27. Cherokee Long Distance Service****A. General**

The subscriber accesses Cherokee Long Distance Service, marketing as TEC, by dialing a ten digit number of the called party over either a touchtone or rotary line. Each call is timed to the next whole minute and is individually rated on the basis of duration.

B. Rates and Charges

A charge per call will apply for each call connected, based on its duration; said charge will be determined from the following rate schedule:

INTRASTATE B ALL DAYS, ALL HOURS

Miles	Initial Minute	Additional Minute
All Miles	\$0.1200	\$0.1200

28. Payphone Access Line**A. General**

Payphone Access Line provides telephone service to a payphone with or without coin collecting devices. A payphone access line permits providers of such service to provide pay telephone service to the public.

B. Definitions

- 1) **Coin Supervision** B provides signaling capability from the central office for payphones that do not have signaling capability within the telephone. This signaling capability provides operators and/or operator systems coin control.
- 2) **Customer** B for the purposes of this price list, the customer is the payphone service provider.
- 3) **Network Interface Device** B a company-provided jack or its equivalent. It is the point of connection between the Company owned wiring and wiring owned by the customer. For the purposes of this price list, the network interface device will be installed at a location mutually agreed upon by the customer and the Company.
- 4) **Originating Line Screening (OLS)** B enables operator service providers to determine whether there are billing restrictions on the exchange access line from which a call originates. OLS service delivers codes on operator assisted calls to identify calls originating from privately owned payphones, inmate locations, and hotels/motels, etc. Rates for this service are found in the appropriate interstate access tariff, when facilities and services are available.

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28. Payphone Access Line (Continued)

B. Definitions (Continued)

- 5) **Payphone Access Line** B a basic coin transmission dial tone line. It is a line side connection from the local exchange switch to the point of demarcation at the customer premises.
- 6) **Selective Class of Call Screening** B Selective Class of Call Screening is offered to provide a choice of restrictions at the subscriber's option. These options are offered where facilities are available.
 - a. Option 1 B Two-Way Service. No restrictions.
 - b. Option 2 B Outward Only Service. No other restrictions.
 - c. Option 3 B Two-Way Service. Provides screening information to the operator. Third number and collect calls to payphone lines are not allowed.
 - d. Option 4 B Two-Way Service. Provides central office blocking of 7 digit, 976 1+DDD and 1+900 calls. Provides screening information to the operator. Further, third number and collect calls to payphone lines are not allowed.
 - e. Selective Class of Call Screening is a required feature of Payphone Access Line Service.

C. Rules and Regulations

- 1) Payphone Access Line service will be considered a business service for the purpose of applying terms, rates and conditions.
- 2) Only one paystation instrument may be connected to each payphone access line. Off-premise extensions are not permitted.
- 3) The customer shall be responsible for the installation, operation and maintenance of any payphone instrument used in connection with this service.
- 4) Requests to Directory Assistance Service originated from payphones will be charged the applicable rate of the Directory Assistance Service Provider.
- 5) Directory listings may be provided under the regulations that govern the furnishing of listings for business customers.
- 6) Coin - free operator and emergency 911 access must be available from all payphones.
- 7) One directory will be distributed to the customer without charge for each payphone access line.
- 8) The customer is responsible for the provision of booths, shelves, directories and all ancillary equipment.
- 9) The customer shall be responsible for the payment of charges for all local and toll messages originating from or accepted at this type of service, including any directory assistance calls. The Company shall not be liable for shortages of coins collected and deposited at the customer's payphone instrument.

PRICE LIST**SERVICE****28. Payphone Access Line (Continued)****C. Rules and Regulations (Continued)**

- 10) The Company reserves the right to disconnect service when the customer does not comply with the FCC and state rules and regulations related to payphone access lines and equipment.
- 11) The Multiline Business Subscriber Line Charge, as found in the interstate access services tariff, is applicable to all payphone access lines.

D. Rates and Charges

- 1) Access line service for payphone access is provided on a usage rate basis where facilities are available, otherwise the service will be provided on a Fixed Usage Equivalent rate basis.

	Monthly Rate	Nonrecurring Charge
a. Originating Line Screening	\$ ---	\$ 7.95
b. Coin Supervision	3.00	
c. Rate Service Monthly Charges Per Payphone Access Line		
1) Payphone Access Line rate*, each		

The monthly access Line rate is comprised of the following charges as they apply to the various lines:

- | | | | |
|---|---|----------|----------------|
| B | A fixed local Usage charge
(\$24.10) | B | \$23.79 |
| B | A charge (\$2.00) for screening information used to prevent toll charges against the line. | | |

* Installation, moves and change charges will be those applicable to business service.

NOTE: Fixed Usage Equivalent Rate Service will be converted to Usage Rate Service as it becomes available at no charge to the subscriber.

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29. Premises Wiring Associated With Registered Communications Systems

- A. Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.
- 1) Fully-Protected Premises Wiring is premises wiring which is:
 - a. No greater than 25 feet in length (measured linearly from the point where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
 - b. A cord which complies with a. preceding and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
 - c. Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commissions Rules and Regulations.
 - d. Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface device.
 - 2) Protected Premises Wiring Requiring Acceptance Testing for Imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the telephone network interface.
 - 3) Unprotected Premises Wiring is all other premises wiring.
- B. Customers who intend to connect premises wiring other than Fully-Protected Premises Wiring to the telephone network shall give advance notice to the Company in accordance with the procedures specified in Part 68 of the FCC Rules and Regulations or as otherwise authorized by the FCC.

The Company may invoke extra-ordinary procedures specified in Part 68 of the FCC Rules and Regulations where one or more of the following conditions are present:

- 1) Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the FCC Rules and Regulations is likely.
- 2) A failure has occurred during acceptance testing for imbalance.
- 3) Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the FCC Rules and Regulations.
- 4) The Company may monitor or participate in acceptance testing for imbalance, or may inspect other than Fully-Protected Premises Wiring installations as set forth in Part 68 of the FCC Rules and Regulations.

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29. Premises Wiring Associated With Registered Communications Systems (Continued)

C. Visit Charge

1) Rates

- a. When a regular visit is required during normal working hours as a result of trouble caused by customer-provided equipment or facilities, the charge billed will be the charge set forth under "Maintenance of Service Charge". A one-hour minimum charge will apply with time over the minimum being computed to the nearest fifteen minute increment.
- b. When a premise visit is required during other than regular working hours, such as nights, Sundays or holidays, as a result of trouble caused by customer-provided equipment or facilities, the charge billed will be the charge set forth under "Maintenance of Service Charge".
 - (1) Charges will begin and terminate from the time of departure from the nearest available maintenance personnel's permanent headquarters and his return thereto.
 - (2) A two hour minimum will apply with time over the minimum being computed to the nearest fifteen minute increment thereof.

2) Conditions

- a. The following procedures will apply when the Company becomes aware of a trouble condition:
 - (1) The Company will first endeavor to clear the trouble without a visit to the customer's premises.
 - (2) If the location of the trouble cannot be determined the Company will attempt to contact the customer by telephone. If the customer is so contacted, the Company will request the customer to disconnect the customer-provided equipment or facilities in order to determine the location of the trouble condition. If disconnection of the customer-provided equipment does not clear the trouble and a visit to the customer's premises is necessary and the trouble found is not the results of the customer-provided equipment or facilities, no visit charge will apply.
 - (3) If the customer does not or cannot disconnect the customer-provided equipment or facilities from the line, the Company will initiate a premises visit to establish the location of the trouble. If the source of the trouble is determined to be located in customer-provided equipment or facilities, or the results of the customer-provided equipment or facilities, the appropriate visit charge will apply.
 - (4) If a customer cannot be contacted, the Company may at its option temporarily disconnect the customer's service until the customer can be contacted and the trouble source determined. At such time the procedures as set forth under "b." and "c." above may apply.
 - (5) Upon contact, the customer may request the Company to defer its visit until the customer has his customer-provided equipment or facilities tested, in which case, circumstances permitting, the Company will delay its visit for a reasonable time.

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29. Premises Wiring Associated With Registered Communications Systems (Continued)

C. Visit Charge (Continued)

2) Conditions (Continued)

a. (Continued)

(6) If the customer asks the Company to defer its visit in accordance to "e." above, and does not disconnect his equipment, repair or cause to be repaired his equipment or consent to a visit by the Company within a reasonable time, the Company has the right to take such action necessary for the protection of its facilities and shall immediately inform the customer of such action.

b. Visit charges described herein are in addition to all other charges billed to the customer by the Company as provided for in the price list of the Company.

D. Connection With Certain Customer-Provided Facilities

1) General

Facilities owned by the customer may be connected with the facilities of the Company to the extent and in accordance with the provisions following, when such connection is required by military necessity or public safety, or when the customer-owned facilities are in locations so hazardous, remote or inaccessible that the Company considers it undesirable to install and maintain its own facilities in such locations, or when otherwise provided for herein. All such connections of customer-owned facilities shall be made under and in accordance with the provisions of contracts made by and between the Company and the customer and must comply with Part 68 of the FCC Rules and Regulations.

a. The United States Government

(1) The Department of Defense

Telephone facilities owned and maintained by the Department of Defense, serving establishments such as are used as military posts, navy yards, naval operating bases, flying fields, training centers, ammunition plants, arsenals, supply bases, military centers, military hospitals, naval hospitals, etc., operated and administered by the Department of Defense and commanded by military or naval authorities, may be connected with the exchange and toll facilities of the Company.

(2) United States Coast Guard

Telephone facilities owned and maintained by the United States Coast Guard, serving coastal areas, operated and administered by the Coast Guard and commanded by the Coast Guard authorities may be connected with exchange and toll facilities of the Company.

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29. Premises Wiring Associated With Registered Communications Systems (Continued)

D. Connection With Certain Customer-Provided Facilities (Continued)

1) General (Continued)

b. United States Forest Service

Telephone facilities owned and maintained by the United States Forest Service in areas in or adjacent to national forests, and operated and administered by the forest service, may be connected with exchange and toll facilities of the Company.

2) Powder manufacturing plants, state and federal prisons and other locations of an inaccessible or hazardous nature or where National security is involved.

Telephone circuits owned and maintained by a customer, located on his property in inaccessible or hazardous locations such as powder manufacturing plants, state and federal prisons, etc., or where National security is involved, will be connected to a local or toll central office line to form a through connection only through manual switching equipment or an attendant's position or dial PABX equipment. Such equipment or position may be located at either or both ends of the customer's circuit.

3) Connections of Certain Facilities of Power, Pipe Line and Railroad Companies.

Except as otherwise provided following, telephone facilities of an electric power company, an oil, oil products or natural gas pipe line company, or a railroad company provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns or villages along the right-of-way) owned or controlled by such Company may, in lieu of the provisions provided elsewhere in this section of the price list, be connected with the telecommunications network, for the following purposes:

- a. in cases of emergency involving safety of life or property;
- b. 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;
- c. in cases where the customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the Company to furnish its facilities; and

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29. Premises Wiring Associated With Registered Communications Systems (Continued)

D. Connection With Certain Customer-Provided Facilities (Continued)

3) Connections of Certain Facilities of Power, Pipe Line and Railroad Companies (Continued)

- d. during an interim period in cases where the customer has arranged for replacement of said customer facilities with facilities of the Company.

Telephone circuits of such companies will be connected to local or toll central office lines to form a through connection only through manual switching equipment or an attendant's position or dial PABX equipment. Such equipment or position may be located at either or both ends of the customer's circuit.

Connection of a telephone circuit of such companies may be established at either end of such circuit, but shall not be established at both ends simultaneously.

30. Direct Connections and Connections Through Connecting Arrangements Provided by the Company

A. Grandfathered terminal equipment and communications systems may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules and Regulations, subject to the following:

- 1) The customer shall notify the Company when such grandfathered terminal equipment is to be connected and shall notify the Company when such grandfathered terminal equipment is to be permanently disconnected; such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
- 2) all such connections are made through a company-provided network interface device; and
- 3) all such connections shall comply with the minimum protection criteria following;
- 4) premises wiring shall conform to Part 68 of the FCC Rules and Regulations;
- 5) no changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer;
- 6) additions to grandfathered communications systems may be made without registration of any additional equipment involved if:
 - (a) equipment so added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with Telephone Company price lists; and
 - (b) such additions comply with the provisions of a. through e. preceding.
- 7) additions of registered equipment to grandfathered communications systems are subject to the provisions of this section preceding.

Customer-provided terminal equipment and customer-provided communications systems connected to the telecommunications network via customer-provided grandfathered protective circuitry are subject to the provisions preceding.

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30. Direct Connections and Connections Through Connecting Arrangements Provided by the Company (Continued)

B. Basis of Connection

- 1) Grandfathered connections of terminal equipment and grandfathered connection of communications systems made in accordance with 2) below may remain connected and be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC Rules and Regulations. Connecting arrangements used for such moves and reconnections will continue to be provided by the Company subject to their availability, at the rates and charges specified in this section.
- 2) Equipment-to-equipment connections made prior to July 1, 1980, may remain connected and be moved and reconnected for the life of such devices or system components (and may be modified only in accordance with Part 68 of the FCC Rules and Regulations), or for the life of the company-provided terminal equipment or communication system. Connecting arrangements used for reconnection of such customer-provided devices or system components will continue to be provided by the Company, subject to their availability, at the rates and charges based on cost.
- 3) Customer-provided communications systems which are not subject to Part 68 of the FCC Rules and Regulations may be connected in accordance with this section. Company-provided connecting arrangements are furnished for the connection of such systems at rates and charges based on cost.
- 4) Separate, identifiable and discrete protective circuitry (i.e., connecting arrangements) used for grandfathered connections of communications systems to the telecommunications network may be removed or replaced with apparatus of lesser protective function, provided that any equipment, and any premises wiring whose classification is changed thereby, conforms to Part 68 of the FCC Rules and Regulations.

C. Network Control Signaling

Network control signaling shall be performed by equipment furnished, installed and maintained by the Company, except that:

- 1) Customer-provided tone-type address signaling is permissible through a company-provided connecting arrangement. When the customer has the capability to originate calls by means of such instruments and special central office facilities exist, the rates and charges for Tel-touch Telephone Service specified in this price list apply.

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30. Direct Connections and Connections Through Connecting Arrangements Provided by the Company (Continued)

D. Grandfathered Connections of Terminal Equipment

1) Data Terminal Equipment

Subject to the provisions of "1.a." preceding, customer-provided data terminal equipment (including telephotograph equipment) may be connected at the customer's premises to the telecommunications network through a network control signaling unit and a data access arrangement provided by the Company in accordance with the following:

The Customer shall furnish the equipment which performs the functions of:

- a. conditioning the data signals generated by the customer-provided terminal equipment to signals suitable for transmission by means of Company services, and
- b. conditioning signals transmitted by means of Company services to data signals suitable for reception by customer-provided equipment.

2) The customer-provided data terminal equipment must comply with the minimum protection criteria specified in this section.

3) Where data access arrangements is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.

4) Voice Terminal Equipment

Subject to the provisions of "a.1." preceding, customer-provided voice terminal equipment may be connected at the customer's premises to the telecommunications network in accordance with the following:

- (a) The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company. In accordance with this price list, a connecting arrangement is not required for the connection of Attested Equipment or Conforming Answering Devices.
- (b) Where a data access arrangement is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.
- (c) The customer-provided voice terminal equipment must comply with the minimum protection criteria specified in this section following:

5) Grandfathered Connections of Communications Systems

Subject to the provisions of "a.1." preceding, customer-provided communications systems may be connected at the customer's premises to telecommunications systems in accordance with the following:

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30. Direct Connections and Connections Through Connecting Arrangements Provided by the Company (Continued)

D. Grandfathered Connections of Terminal Equipment (Continued)

- 6) The connection shall be through a network control signaling unit and connecting arrangements furnished by the Company.
- 7) The provisions relating to minimum protection criteria set forth in this section following shall apply to the connection of customer-provided communications systems.

E. Minimum Protection Criteria for Electrical Connections

To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12 dB below one milliwatt when averaged over any three second interval. To insure that this limit is not exceeded the power of the signal which may be applied by the customer-provided equipment to the Company interface located on the customer's premises will be specified for each customer location but in no case shall it exceed one milliwatt.

To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the Company interface located on the customer's premises meet the following limits:

- 1) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 dB below the power of the signal as specified above.
- 2) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
- 3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.
- 4) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
- 5) The power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

To prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the Company interface located on the customer's premises at no time have energy solely in the 2,450 to 2,750 Hertz band. If the signal power is in the 2,450 to 2,750 Hertz band, it must not exceed the power present at the same time in the 800 to 2,450 Hertz band.

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30. Direct Connections and Connections Through Connecting Arrangements Provided by the Company (Continued)

F. Attested Equipment Connected Prior to July 1, 1980

Until July 1, 1980, customer-provided headsets and non-powered conferencing equipment which met the standards and procedures set forth by the Company for Attested Equipment may be connected at the customer's premises to the telecommunications network in accordance with a. through e. following. Such equipment may remain connected and be moved and reconnected in accordance therewith for the life of the equipment unless subsequently modified.

- 1) The connection shall be made through an interface termination (e.g., headset jack) provided by the Company.
- 2) The Identification Number issued by the Company to the manufacturer or supplier must appear on each unit of Attested Equipment utilized.
- 3) Customers must notify the Company of their intention to connect Attested Equipment. Such notification must include the Identification Number of the equipment and the location at which that equipment is to be used.
- 4) Attested Equipment may not:
 - a. be connected to a source of electrical power which is external to the telecommunications network;
 - b. be grounded;
 - c. perform any network control signaling functions prior to and including the establishment of the intended transmission path;
 - d. have amplification in the transmission path (other than single ended terminal devices with the maximum protection criteria set forth in the preceding); and
 - e. use wiring external to such equipment that is permanently affixed at the site of the installation other than portable connections compatible with the interface terminations provided by the Company.
- 5) Attested Equipment must comply with the minimum protection criteria set forth in the preceding "Minimum Protection Criteria For Electrical Connections".

In the event Attested Equipment bearing an Identification Number does not meet the requirements set forth by the Company, the customer using such Attested Equipment shall either disconnect the equipment from the Company service or arrange for connection of the equipment in accordance with the preceding.

G. Conforming Answering Devices Connected Prior to July 1, 1979

Customer-provided Conforming Answering Devices which meet the standards and procedures set forth by the Company for Conforming Answering Devices and which were connected at the customer's premises to the telecommunications network prior to July 1, 1979, in accordance with a. through e. following, may remain connected and be moved and reconnected in accordance therewith for the life of the equipment, unless subsequently modified.

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30. Direct Connections and Connections Through Connecting Arrangements Provided by the Company (Continued)

G. Conforming Answering Devices Connected Prior to July 1, 1979 (Continued)

- 1) Customers shall notify the Company of their intention to connect Conforming Answering Devices. Such notification shall include the location at which the Conforming Answering Device is to be used as well as its Conformance Number.
- 2) The Conforming Answering Device shall only be connected by standard network interface arrangement provided by the Company.
- 3) The Conforming Device shall be operated and maintained in accordance with those instructions furnished with such Conforming Answering Device as required by the Company.
- 4) Conforming Answering Devices may not;
 - a. be used to transmit or receive data signals;
 - b. be used to originate calls.
- 5) The Conforming Answering Device shall comply with the minimum protection criteria set forth in "Minimum Protection Criteria for Electrical Connections".

In the event that an answering device bearing a Conformance Number does not meet the requirements of the Company for Conforming Answering Devices, the customer using such answering device shall either disconnect the device from the Company service or arrange for connection for the device in accordance with "Connections of Registered Equipment" preceding.

H. Accessories

Customer-provided accessories may be used with telecommunications services provided that such accessories comply with the provisions preceding.

31. Acoustic or Inductive Connections

A. General

Customer-provided voice or data terminal equipment (including telephotograph equipment) and customer-provided communications systems may be acoustically or inductively connected at the customer's premises to the telecommunications network provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.

Customer-provided tone-type address signaling is permitted through such connections, however, the services of the Company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is performed in such matter.

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32. Connections of Customer-Provided Communications Systems Not Subject to Part 68 of the FCC's Rules and Regulations

- A. Customer-provided communications systems not subject to Part 68 of the FCC Rules and Regulations may be connected with telecommunications services in accordance with "1), 2) and 3)" following. These communications systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's premises provided that:
- 1) Such telecommunications service or customer-provided communications system is utilized for the origination or termination of communications at the customer's premises where the connection is made.
 - 2) The connection shall be through a network control signaling unit and connecting arrangement furnished by the Company.
 - 3) The connection shall be made through switching equipment provided either by the customer or by the Company.
 - 4) The provisions relating to minimum protection criteria set forth in Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations both prior to and after the application of each of the mechanical and electrical stresses specified in that section. As related to minimum protection criteria and when applied to the connection of customer-provided communications systems, the term "Customer's premises" shall include any premise on which the customer-provided communications system is terminated.

Where a telecommunications service is used in the provision of a composite data service for others and connection of such service is made to a communications system provided by a customer and the connection is made through customer-provided data switching equipment, the provisions of 1. and 3. above do not apply.

- 5) Directly to the company-provided connecting arrangement if the customer-provided communications system is arranged to promptly return the exchange telephone service or service line to an idle (on hook) state if the system fails. The customer shall then notify the Company of the failed condition.

33. Connections of Customer-Provided Terminal Equipment to Services Specifically Exempted from the FCC's Registration Program

- A. Customer-provided terminal equipment may be connected at the customer's premises to party line and semi-public coin services of the Company in accordance with the following:
- 1) The connection of customer-provided terminal equipment to services specifically excluded from the Federal Communications Commission's Registration programs shall be through a protective connecting arrangement which must be furnished by the Company.
 - 2) The connection of customer-provided communications equipment must comply with all the criteria contained in Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations both prior to and after the application of each of the mechanical and electrical stresses specified in that section.

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34. Customer Premises Inside Wire

A. General Regulations

- 1) Customer premises inside wire and standard jacks associated with residence and business individual line basic exchange services, as defined elsewhere in this Price List, may be provided by either the Company or the customer.
- 2) Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Local Exchange Service Line.
- 3) Customer premises inside wire provided by the customer must be installed in accordance with technical standards and installation guidelines furnished to the Commission by the Company and must comply with the National Electric Safety Code and applicable local codes, and Part 68 of the FCC Rules and Regulations.
- 4) Customer premises inside wire provided by the customer may be connected to residence and business individual line basic exchange service furnished by the Company at the network interface device as defined in "Definitions".
- 5) The network interface for the connection of customer premises inside wire consists of a standard modular jack or appropriate device and is provided as part of the network access line. This will be installed inside or outside the customer's premises at a location determined by the Company which is accessible to the customer. The normal location will be in close proximity to the protector or entrance facility.
- 6) The Company is not obligated to connect telephone instruments and standard modular jacks to customer-provided inside wire.
- 7) Maintenance of customer owned premises inside wire may be performed by either the Company or the customer.

B. Responsibility of the Customer

- 1) Where the customer provides the inside wire and standard jacks, the installation must be in accordance with applicable electrical codes, Part 68 of the F.C.C. Rules and Regulations and technical standards furnished to the Commission by the Company.

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34. Customer Premises Inside Wire (Continued)

B. Responsibility of the Customer (Continued)

- 2) In the event the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.
- 3) In those instances where the Company makes a repair visit to the customer's premises and the service difficulty or trouble results from customer-provided inside wire, the customer is responsible for the payment of the Maintenance of Service Charge specified in this price list, unless a Maintenance Agreement with the Telephone Company is in effect for such wire.

C. Responsibility of the Company

The Company will make the technical standards and installation guidelines for customer provision of inside wire available to customers at Business office or other designated locations.

D. Violation of Regulations

- 1) Where customer-provided inside wire is causing harm to the network and/or is in violation of Part 68, F.C.C. Rules and Regulations the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- 2) The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within 10 days after receipt of such notice.
- 3) Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the Customer's service until such time as the customer complies with the provisions of this price list.

E. Rates and Charges

- 1) Business **\$4.00** per month
- 2) Residence **\$2.00** per month

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35. Connections of Other Common Carrier - Provided Communications Systems

A. General Provision

Communications systems provided by the Other Common Carrier hereafter referred to as the OCC, may be connected with the facilities furnished by the Company for exchange service as specified in B. through H. following.

B. Responsibility of the Customer

Where exchange service is available under this price list for use in connection with OCC-provided communications systems, the operating characteristics of such systems shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the OCC-provided systems do not endanger the safety of Company employees or the public; damage, require change in, or alteration of, the equipment or other facilities unless the change or alteration is specifically permitted under the provisions of "Equipment-to-Equipment Connections" of this Price List; impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the OCC-provided system is causing or is likely to cause such hazard or interference, the customer shall arrange with the OCC to make such change as shall be necessary to remove or prevent such hazard or interference.

The customer shall be responsible for payment of a Maintenance of Service Charge, as set forth in "Service Connection Charges" for each repair visit by the Company to the premises of the customer where the service difficulty results from the use of equipment, facilities, or services provided by an Other Common Carrier.

C. Network Control Signaling

Satisfactory performance of the telecommunications network requires continuing functional capability of the network control signals and the switching equipment involved. To assure such continuing capability, network control signaling (except customer-provided tone-type address signaling through a company-provided or OCC-provided connecting arrangement) in the furnishing of telecommunications service shall be performed by equipment furnished, installed and maintained by the Company or the OCC.

D. Conditions for Connection of Other Common Carrier - Provided Communications Systems at the Premises of the Customer

Other Common Carrier - Provided communications systems (including channels derived from such systems) analog, not exceeding voice or digital, may be connected with exchange service at the premises of the customer, provided that the connection is only made through a Service Terminating Arrangement in one of the following ways:

- 1) The connection is either through equipment which effects such connection externally to a company-provided network control signaling unit by means of an acoustic or inductive connection for transmitting and/or receiving or through direct electrical connection in accordance with "2)" or "3)" below.

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35. Connections of Other Common Carrier - Provided Communications Systems (Continued)

D. Conditions for Connection of Other Common Carrier - Provided Communications Systems at the Premises of the Customer (Continued)

- 2) Where the connection with the OCC - provided communications systems involves direct electrical connection to the facilities furnished by the Company for exchange service such connection shall be made:
 - a. Through switching equipment,
 - b. Through a channel derivation device, or
 - c. Directly to the Service Terminating Arrangement.
- 3) Where the connection is made by means of switching equipment provided by the customer, or by means of a channel derivation device provided by the customer, such switching equipment or derivation device, and the facilities provided by the OCC shall be treated as a customer-provided communications system and the regulations applicable to the connection of customer-provided communications systems shall apply, as set forth in "Connections of Registered Equipment" and "Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems".
- 4) Connection may be made 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.
- 5) The rates and charges for connection with OCC - provided communications systems shall be the same as those that would apply if company services were so connected. The rates and charges to the customer are in addition to the rates and charges made by the OCC for the services and channels which it provides.
- 6) The customer has a requirement to communicate over the service line to or from the premises of that customer located in the same state and state subdivision as that for which the service initial period rate applies. Other Common Carrier-provided communications systems which are connected directly to the Service Terminating Arrangement must terminate only in that service same state and state subdivision in terminal equipment or a multi-line terminating system.

E. Conditions for Connection of Other Common Carrier - Provided Communications Systems at the Premises of the Company

- 1) Communications Systems (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC to a customer may be directly connected at the premises of the Company with exchange service or Long Distance Message Telecommunications Service furnished by the Company to the same customer, provided such connections are made through:
 - a. Individual exchange lines or PABX trunk exchange lines to permit communications via the OCC-provided communications system, to or from the customer's premises located in an exchange foreign to the exchange in which the connection is made.

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35. Connections of Other Common Carrier - Provided Communications Systems (Continued)

F. OCC Service

All arrangements for service provided by an OCC shall be made by the customer with that carrier. The furnishing of exchange service by the Company is not a part of a joint undertaking with the OCC.

G. Responsibility of the Company

The Company shall not be responsible for the installation, operation or maintenance of any OCC - provided communications equipment or system. Exchange services are not represented as adapted to the use of OCC - provided equipment or systems and where such equipment or systems are connected to company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service; subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the OCC - provided equipment or for the quality of, or defects in, such transmission, or (2) the reception of signals by the OCC - provided equipment or system or (3) network control signaling where such signaling is performed by OCC - provided network signaling equipment.

The Company shall not be responsible to the customer or OCC if changes in minimum network protection criteria or in any of the facilities, operations or procedures of the Company render any facilities provided by an OCC thereof, obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

H. Violations of Regulations

When any OCC - provided system is connected to the exchange service, in violation of any of the provisions in "Connections of Other Common Carrier - Provided Communications Systems", the Company will take such immediate action as necessary for the protection of the network, and will promptly notify the customer of the violation. The customer shall discontinue such connection of the equipment or systems or correct the violation and shall confirm in writing to the Company within ten days, following the receipt of written notice from the Company, that such connection has ceased or that the violation has been corrected. Failure of the customer to discontinue such connection or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this price list.

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36. Interpositioning of Customer-Provided Terminal Equipment and Communications Systems

Interpositioned customer premises equipment arrangements (i.e., arrangements of terminal equipment and communications systems) are those arrangements which require that company-provided equipment gain access to the telecommunications network through customer-provided equipment.

Customer-provided equipment may be interpositioned at the customer's premises either between the company-provided equipment and the telecommunications network or between items of company-provided equipment. Company-provided equipment will be furnished in an interpositioned configuration for use with telecommunications services in accordance with the following:

- 1) Customer-provided equipment to be connected in an interpositioned configuration must meet the requirements of Part 68 of the FCC Rules and Regulations.
- 2) The connections between equipments of the interpositioned configuration must conform to recognized standard interfaces such as those specified by the Electronics Industries Association (EIA) or authorized by Part 68 of the FCC Rules and Regulations.
- 3) The interpositioning must occur at the same premises where the associated telecommunications service is terminated.
- 4) Any premises wiring which is provided by the customer must be provided in accordance with provisions of Part 68 of the FCC Rules and Regulations.
- 5) The Company reserves the right to determine whether or not any individual interpositioned configuration is technically feasible and compatible with company-provided services and equipment; however, if such a configuration is provided:
 - a. The Company makes no representation as to the quality of transmission over an interpositioned configuration. Maintenance responsibility for company-provided equipment so connected is limited to assuring that the company-provided equipment is functioning properly.
 - b. When interpositioned connections are made, it shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment with company-provided services and equipment.

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37. Equipment - to - Equipment Connections

Equipment - to - equipment connections, as defined in definitions preceding, will only be permitted with company-provided host terminal equipment and communications system when:

- 1) The supplier of the added equipment insures compliance of the combined host and added equipment, including wiring, with Part 68 of the FCC Rules and Regulations and provisions of this Price List.
- 2) Connection of the added equipment to the host is made through a company-provided interface which:
 - a. Provides all points of connection between the added equipment and wiring internal to host equipment housings.
 - b. Permits reasonable trouble isolation, as determined by the Company.
 - c. Is otherwise acceptable to the Company for the specific connection to be accomplished.
- 3) Such permission does not necessitate disclosure, by the Company, of information which is proprietary in nature.
- 4) The customer subscribing to the host notifies the Company of the added equipment and the host terminal equipment communications system to which such added equipment is to be connected, in advance of such connection, and agrees to notify the Company when such added equipment is permanently disconnected.

The Company reserves the right to not allow, or to require disconnection of, an equipment-to-equipment connection to any company-provided host terminal equipment or communications system for reasons including, but not limited to:

- a. Incompatibility of specific equipment-to-equipment connection with the design and/or functioning of a specific host or impairment in the performance of a specific host following such connection:
- b. Inability to accommodate an equipment-to-equipment connection without manufacturing or other modifications to the host which, in the option of the Company, are unwarranted.

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37. Equipment - to - Equipment Connections (Continued)

- 5) Rates and charges for equipment - to - equipment connections to company-provided host terminal equipment and communications systems will be based on the costs attributable to the specific connection and/or disconnection involved.

The customer subscribing to the host will be responsible for the payment of the Maintenance of Service Charge as specified in "Service Connection Charges", of this price list for visits by a company employee to the customer's premises in response to a service difficulty or trouble report resulting from the addition of customer-provided equipment to company-provided host terminal equipment or communications systems.

38. Interconnection with Communications Equipment and Systems Provided by the Customer

A. Definitions

Grandfathered Communication Systems

The term "Grandfathered Communication Systems" as used in this section, denotes customer-provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the customer's premises, in accordance with any Telephone Company's price lists, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such systems were connected to the telecommunications network prior to January 1, 1980 and are of a type of system which was directly connected (i.e., without telephone company-provided connecting arrangements) to the telecommunications network as of June 1, 1978.

Grandfathered Connections of Communications System

The term "Grandfathered Connections of Communication Systems" as used in this section, denotes connections via telephone company-provided connecting arrangements of customer-provided communications systems (including their equipment and premises wiring) at the customer's premises, in accordance with any Telephone Company's price lists, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to the telecommunications network are made via telephone company-provided connecting arrangements prior to January 1, 1980 and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network as of June 1, 1978.

Grandfathered Terminal Equipment

The term "Grandfathered Terminal Equipment" as used in this section, denotes customer-provided terminal equipment (including protective circuitry if any) connected at the customer's premises, in accordance with the Telephone Company's price lists, and that is considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such terminal equipment was connected to the telecommunication network prior to July 1, 1979 and is of type of terminal equipment which was directly connected (i.e., without telephone company-provided connecting arrangements) to the telecommunications network as of October 17, 1977.

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38. Interconnection with Communications Equipment and Systems Provided by the Customer (Continued)

A. Definitions (Continued)

Grandfathered Connections of Terminal Equipment

The term "Grandfathered Connections of Terminal Equipment" as used in this section, denotes connections via telephone company-provided connecting arrangements of customer-provided terminal equipment connected at the customer's premises, in accordance with any Telephone Company's price lists, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to the telecommunications network were made via telephone company-provided connecting arrangements prior to July 1, 1979 and such connecting arrangements are the same type of connecting arrangement connected to the telecommunications network as of October 17, 1977.

Registered Equipment

The term "Registered Equipment" as used in this section, denotes equipment which complies and has been approved within the Registration provisions of Part 68 of the FCC Rules and Regulations.

Equipment-to-Equipment Connection

The term "Equipment-to-Equipment Connection" as used in this section, denotes the connection of equipment, which by itself is unregistrable for direct use with the telecommunication network, but is registrable or usable with host terminal equipment or communications system which in turn may be registered in accordance with Part 68 of the FCC Rules and Regulations for direct connection to the telecommunications network.

PRICE LIST

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39. Specialized Types of Equipment

The Telephone Company will obtain, when practical, and install and maintain any specialized types of equipment not covered elsewhere in this price list, which the subscriber requests at rates based on original cost and maintenance of the equipment providing it does not, in the opinion of the Telephone Company, interfere with the subscriber's service or the service of other customers.

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40. Special Assemblies of Equipment

A. General

Special assemblies of equipment consists of modification of standard equipment, or special equipment for service arrangements for which provision is not otherwise made in this price list. They will be furnished, when practical, by the Company at charges equivalent to the estimated cost of furnishing such equipment and arrangements, if not detrimental to any of the services furnished under the Company's tariffs and price lists.

B. Rates

Computation

Rates for special assemblies are equivalent to the estimated costs of furnishing the special assembly.

Estimate cost consists of an estimate of the total cost to the Company in providing the special assembly including:

- Cost of maintenance.

B Cost of operation.

B Depreciation on the estimated cost installed of any facilities used to provide the special assembly based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

B General administration expenses, including taxes on the basis of average charges for these items.

B Any other item of expense associated with the particular situation.

An amount, computed on the estimated cost installed of the facilities used to provide the special assembly, for return on investment.

Estimated cost installed mentioned above includes cost of equipment, and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way and other items which are chargeable to the capital accounts.

In computing the rates for special assemblies, one of the three rate treatments is used:

1. Monthly rental and termination agreement with or without an installation charge.
2. Monthly rental with an installation charge.
3. Installation charge only.

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41. General Rules and Regulations

A. Application of Regulations

- 1) The regulations set forth herein apply to intrastate services and facilities furnished within the State of Alabama by TEC - Cherokee Division hereinafter referred to as the Company. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it. (T)

B. Use of Service

1) Abuse or Fraudulent Use of Service

- a. The service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation, who, over the facilities furnished by the Company abuses or fraudulently uses the service, or
- b. Upon the use of a service in such manner, that, in the opinion of the Company, constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property or service.
- c. Abuse or fraudulent use of service includes:
 - (1) the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service;
 - (2) rearrangement of, tampering with or connection of equipment to the facilities of the Company to obtain, to attempt to obtain or to assist others to obtain service without payment (in total or in part) of regular charges for the service.
 - (3) false representation, scheme, trick or device whatsoever intended to avoid payment (in total or in part) of regular charges for the service;
 - (4) the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

B. Use of Service

1) Abuse or Fraudulent Use of Service

c. (Continued)

- (5) the use of profane or obscene language;
- (6) the use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers;
- (7) the impersonation of another.

2) Use of Service for Unlawful Purposes

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be disconnected if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber no less than three days written notice of its intention to do so. The telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

a. Tampering With Facilities

The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation on whose premises is located telephone facilities which show evidence of tampering, manipulating, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges.

b. Unauthorized Attachments or Connections

The Company shall not be required to attach its facilities to facilities not owned and installed by it, nor shall facilities not furnished by the Company be attached to or connected with facilities furnished by the Company, whether physically, acoustically, by induction, or otherwise, unless provided elsewhere in this price list or unless written permission is obtained from the Company. In case any such unauthorized attachment or connection is made, the Company shall have the right to disconnect the same or to suspend service during the continuance of said attachment or connection or to terminate the service. The Company shall have the right to make a charge sufficient to recover any losses experienced as a result of such unauthorized attachments or connections, including by not limited to the cost to disconnect service.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

B. Use of Service (Continued)

3) Use of Customer Service

- a. Customer telephone service, as distinguished from payphone access line service, is furnished only for use by the subscriber, his family, guests, employees or business associates, or persons residing in the subscriber's household, or to persons temporarily subleasing a subscriber's residential premises. The Company has the right to refuse to install subscriber service or to permit such service to remain on premises of a public or semi-public character when the station is so located that the public in general, or patrons of the customer may make use of the service. At such locations, however, subscriber service may be installed, provided the instrument is so located that it is not accessible for public use.
- b. When telephone service to the public is impaired by a subscriber's use of the telephone service, the Company shall have the right to require the subscriber to contract for additional service and facilities adequate to serve the subscriber's requirements, or with proper notice, discontinue the service of the subscriber in question.
- c. Separate households in the same building or in different buildings on the same premises are required to have main station service.
- d. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- e. Except as otherwise provided in this price list, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communications for others.
- f. The calling party shall establish his identity in the course of any communication as often as may be necessary. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

B. Use of Service (Continued)

4) Minimum Contract Period

- a. Except as specified elsewhere in this price list or service order, the minimum service period for local service is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have thirty days.
- b. In connection with special types or arrangements of equipment, or for unusual construction, necessary to meet specific demands for service, the minimum commitment period for the service is three years. In case of discontinuance or reduction of service within the minimum commitment period, a basic termination charge as shown in the rates following, reduced by 1/36 for each full month of service provided, shall be applied.

5) Termination of Service

a. By the Company

- (1) The Company may, after the applicable five (5) day written notice, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

- (a) Abandonment of the service.
- (b) Failure of a subscriber to make suitable deposit as required by this price list.
- (c) Impersonation of another with fraudulent intent.
- (d) Nonpayment of any regulated sum due for exchange, long distance or other services.
- (e) Use of the service in such a way as to impair or interfere with the services of other subscribers and refusal of the subscriber to utilize available corrective equipment or network arrangements; such as interference includes, but is not limited to:

- (1) trunk blockages in a switching center so that on a final route there are no circuits available for 10% or more of the calls for a 15-minute period,
- (2) Dial Tone speed delays of three seconds or more in a switching center for 10% or more of the calls for a 15-minute period,
- (3) Sender Attachment Delay Recorder delays of three seconds or more in processing calls in:

A single switching system for 30% or more of the calls for a 15-minute period, or

Two or more switching systems for 10% or more of the calls for a 15-minute period.

PRICE LIST

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41. General Rules and Regulations (Continued)

B. Use of Service (Continued)

5) Termination of Service (Continued)

a. By the Company (Continued)

(1) (Continued)

(e) (Continued)

(4) Application of network management controls to minimize or prevent a service effect on switching facilities due to a promotional calling event.

(f) Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.

(g) Use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give information, without payment of the charge applicable for service.

(h) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge for such service.

(i) Any other violation of the Company's regulations.

(2) The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

b. At the Customer's request

1) Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

B. Use of Service (Continued)

5) Termination of Service (Continued)

b. At the Customer's request (Continued)

(2) Where a contract for service with a one month minimum period is cancelled before establishment of the service is completed, a charge not to exceed the service charge specified is applied if all or a portion of the facilities have been installed.

(3) No minimum or termination charge will apply (unless otherwise stated specifically in this price list) where a new subscriber takes over the service of the former subscriber provided the service is to be furnished at the same location without interruption and that the new subscriber assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new subscriber.

6) Resale of Service

The resale of any services provided by the Company is not permitted except as provided elsewhere in this price list or as specifically authorized by the Company.

7) Restoration of Service

In the event service is temporarily denied for nonpayment, such service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof. A restoration charge equal to a Service Order Premises Visit Not Required and a Central Office Work charge per central office line or trunk will apply.

If a trip to the premises is made to temporarily disconnect service for non-pay and payment is rendered at the time the Company agent is on the premises and service is not disconnected, the subscriber will be required to pay a Service Order Premise Visit Charge.

Customers not reconnected within 10 (calendar) days from date of suspension will be treated as a new customer and appropriate service charges and a new deposit may apply.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

B. Use of Service (Continued)

8) Subscriber Complaints

Any objection to billed charges should be reported to the Telephone Company within sixty (60) days from the day the bill is issued. Adjustments to Subscriber's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. Subscribers have the right to appeal service disputes to the Alabama Public Service Commission. The Commission's address and phone number are:

P. O. Box 991
Montgomery, AL 36130

(205) 242-5211
and/or 1-800-392-8050

9) Alabama Relay Service Restrictions

The following calls may not be placed through the Alabama Relay Center:

- B Calls to 976, 900 or 700 numbers.
- B Calls to time or weather recorded messages.
- B Calls to other informational recordings.
- B Station sent paid calls from coin telephones.
- B Operator handled conference service and other teleconference calls.
- B All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those issued by AT&T or the LECs.

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

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SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service

1) Application for Service

- a. Any applicant for service may be required to sign a application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- b. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company or any other Telephone Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company or any other telephone Company who are indebted for previous service, regardless of the listing request for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- c. If telephone service is established and it is subsequently determined that either condition in "b." above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the prior indebtedness.
- d. When an application for service and facilities or request for additions, rearrangements, relocations, or modification of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- e. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- f. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final work locations of the facilities been specified initially.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service

2) Application of Business Rates

- a. Although in general, business rates apply at business locations and residence rates apply at residence locations, the determination as to whether subscriber service should be classified as business or residence is based on the character of use to be made of the service.
- b. Business rates apply whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature or where the listing required is such as to indicate business use. Business rates apply for:
 - (1) Boarding houses (except as noted under Application of Residence Rates), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges, hospitals, libraries, offices, farms which have offices, stores, mines, churches, college fraternity houses, and other similar institutions (but excluding dormitory rooms at such schools and colleges).
- c. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising, either by business cards, newspapers, hand bills, billboards, circulars, motion picture screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises, and passes over to residence telephones during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
- d. Where a place of business and residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
- e. At residence locations, when an extension station or extension bell is located in a shop, office or other place of business.
- f. At any location where the listing of the service at that location indicates a business, trade or profession, except as specified under Application of Residence Rates.
- g. All other locations where the subscriber's primary use of the service is for business purposes.

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SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service (Continued)

3) Application of Residence Rates

- a. Residence rates apply when the use of the service is of a domestic nature and provided that service is not used substantially for occupational purposes. Residence rates apply for:
 - 1) Private residences where business alphabetical or classified telephone directory listings are not provided.
 - 2) In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business telephone directory listings are not furnished.
- b. In the places of residence of a clergyman, and in the place of residence of a physician, dentist, veterinary, surgeon or other medical practitioner provided the subscriber does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the subscriber's residence and is not part of an office building. In any of such cases the listing may indicate the subscriber's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.
- c. Where the place of business and residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
- d. Changes from business service to residence service are made only in the event of change in the subscriber's arrangements which would entitle him to a residence classification of his service, as specified above. Changing from a business to residence classification requires a change of telephone number.
- e. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service Connection Charges, which apply for such changes, are quoted elsewhere in this price list.

4. Advance Payments

In any case where construction is required the Company may, as a guarantee of good faith, collect one year's exchange service charges in advance of the construction. Such advance payment shall be applied against exchange service charges only and shall not operate to prevent the suspension and/or discontinuance of all service for non-payment of toll or other charges which may become past due. Should a access line facility be installed under these conditions be discontinued before the expiration of the period for which advance payment was made, the amount collected shall be considered the minimum charge for the exchange service received.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service (Continued)

5) Customer Billing

- a. Bills are due when rendered unless otherwise specified on the bill.
- b. All charges due by the subscriber are payable at the Company's business office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within sixty (60) days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the service furnished to the subscriber. Where any overcharge in billing of a subscriber is the result of the utility's error, such subscriber shall be due a refund of such excess billing for up to thirty-six (36) months from the date an objection is filed by the customer. Any undercharge in subscriber billing as a result of the utility's error shall not be backbilled in excess of thirty-six (36) months. No backbilling shall be allowed without immediate written notification by the utility, except toll, to the subscriber at the time of discovery by the utility including notice that the subscriber shall be given the option of repayment of amounts due in monthly installments equal to the period of said underbilling.
- c. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service and billed local usage. (Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears.) The subscriber is responsible for payment of all charges for services furnished the subscriber including charges for services originated or charges accepted at the subscriber's station.

The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed, by the virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

- d. Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charges" in Service Connection Charges of this price list.
- e. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this price list.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service (Continued)

5) Customer Billing (Continued)

- f. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this price list; nor shall the failure to suspend or disconnect service for nonpayment of any past due regulated account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- g. Retroactive billing adjustments will not be made for a period exceeding three years.
- h. For billing purposes each month is presumed to have thirty days.

6) Telephone Numbers

- a. The subscriber has no property right to the telephone number nor any right to continuance of service through any particular central office.
- b. The Company reserves the right to change the subscriber's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.

7) Alterations

The subscriber agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such changes.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service (Continued)

8) Special Construction

a. Line Extension Charges

- (1) An amount equal to the average investment of entrance and distribution facilities may be furnished by the Company provided the facilities are of the standard type normally furnished for the class and grade of service desired. A Termination Agreement will be required by the Company when construction is required.
- (2) The Company shall provide basic telephone service to the premises of a permanent residence within its franchised service territory, if the cost, including, but not limited to costs of facilities, rights-of-way and equipment of providing basic telephone service to the requiring party does not exceed eight thousand dollars (\$8,000). Line Extension Charges apply to business customers. (C)
- (3) Should the cost of new service installation for a permanent resident in the Company's franchised service territory exceed eight thousand dollars (\$8,000) a customer may request that the Company allocate any unused universal service funds received by the company which have been set aside for this purpose. A determination of whether such funds exist shall be made at the sole discretion of the Company. A customer may be required to pay such excess costs pending a final determination of the availability fo such funds. (C)
- (4) Customers who are receiving or who are requesting service shall be deemed to have consented to the reasonable use of their real property to construct, operate, maintain, replace, or enlarge telephone and/or communication lines, overhead or underground, including all conduit, cables, wires, surface testing terminals, markers and other appurtenances under, through, across, and upon any real property or interest therein owned or leased or controlled by said member for the furnishing of telephone or communications service to said customer, or any other customer. Upon request, the customer agrees to execute any easement or right-of-way contract on a form to be furnished by the Company.

b. Underground

- (1) When feasible, conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for telephone Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and any electric light or power conduit or conductor shall be in accordance with the Company's specifications.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service (Continued)

8) Special Construction (Continued)

b. Underground (Continued)

(2) The subscriber shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the subscriber or his representatives or from freezing or improper drainage.

(3) The subscriber shall pay all costs associated with the relocation of underground entrance facilities.

c. Defacement of premises

The Company shall exercise due care in connection with all work done on subscriber's premises. No liability shall be attached to the Company by reason of any defacement or damage to the subscriber's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Company or its employees.

No construction charges paid to the telephone Company are refundable by it, except as specified elsewhere in this price list.

9) Special Assemblies of Speculative Projects

a. Special assemblies of speculative projects for which provision is not otherwise made in this price list may be provided where practicable, if not detrimental to any of the services of the Company.

(1) The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge, or any combination thereof, and will include, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:

- (a) maintenance expense
- (b) depreciation expense, including reusable and nonrecoverable items
- (c) administration expense
- (d) taxes, including Federal Income Tax
- (e) any other specific items of expense that may be associated with the facility provided
- (f) a reasonable return on investment

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service (Continued)

9) Special Assemblies of Speculative Projects (Continued)

b. The estimated installation cost used in the derivation of the various expense items shall include the following:

- (1) material
- (2) material overhead
- (3) installation labor
- (4) installation labor overhead

Estimated cost installed as mentioned above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way and any other investment items.

10) Marketing and Sales

In connection with Marketing and Sales studies, Marketing and Sales programs, the Company reserves the right to waive service connection charges, moves and change charges, and recurring monthly service charges within specified areas for such periods of time as designated by the Company.

11) Transfer of Service Between Subscribers

Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are made subject to service connection charge regulations and may be arranged for in either of two ways:

- a. If the new subscriber, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder. Future bills are then rendered to him without adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
- b. If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.

Private Branch Exchange Service may be transferred from one subscriber to another pursuant to the above regulations and any other regulations which may be specified in other price list sections relating to the service transferred.

Under either method of transfer, the reassignment of the old call number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgement of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgement of the Company, a change in the telephone number is not required.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

C. Establishment and Furnishing of Service (Continued)

11) Transfer of Service Between Subscribers (Continued)

When in the judgement of the Company, there does exist a relationship, business or otherwise, between the old and the new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgement of the Company, a change in the telephone number is not required.

12) Cancellation of Application for Service

- a. Where the subscriber cancels an application for service prior to the start of installation of service, or prior to the start of special construction, and no costs have been incurred by the Company, no charge applies.
- b. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, plus any costs incurred by the Company.
- c. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have been placed in service, however, the minimum service period charge will apply.
- d. Installation or special construction for a subscriber is considered to have started when the Company incurs any expense in connection therewith or in preparation thereof which would not otherwise have been incurred.

D. Establishment and Maintenance of Credit

1) Establishment of Credit

- a. The Company is not obligated to establish, furnish or continue to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. In order to insure the payment of all charge due for its service, the Company may require any subscriber to establish and maintain his credit in one of the following ways:
 - (1) by furnishing acceptable credit references to the Company;
 - (2) by providing a suitable guarantee in writing, in a form prescribed by the Company; or
 - (3) by means of a cash deposit.
- b. The Company shall be the sole judge as to whether or not the references or guarantee in writing are acceptable.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

D. Establishment and Maintenance of Credit (Continued)

2) Deposits

- a. TEC B Cherokee Division may, when in the judgment of the Company such deposit is necessary, require at any time, from any subscriber, or prospective subscriber, a cash deposit intended to guarantee payment of current bills for telephone service. Interest shall be paid by the Company upon such deposits at a rate of seven (7%) percent per annum approved by the Alabama Public Service Commission, payable annually for the time such deposit was held by the Company and the customer was served by the Company, unless such period be less than thirty (30) days. Such interest shall be calculated to December 1st of each year, and the payment shall be made by credit to customer's account on the December billing of the customer. (T)
- (1) The Company having on hand such deposits from subscribers, or hereafter receiving such deposits from subscribers, shall keep records to show (a) the name of each subscriber making the deposit; (b) the address of the subscriber when making the deposit; (c) the amount and date of making the deposit; and (d) a continuous record of each transaction, such as the payment of interest, interest credited, etc., concerning such deposit while the deposit is retained by the Company.
 - (2) The Company shall issue to every subscriber from whom such deposit is received a certificate of deposit.
 - (3) The Company shall provide reasonable ways and means so that a depositor who makes application for the return of his deposit, or any balance to which he is entitled, but is unable to produce the original certificate or receipt, shall not be deprived of his deposit or balance.
 - (4) Upon final discontinuance of service the Telephone Company shall apply such deposit with accrued interest thereon to any account due by subscriber. The balance due subscribers, if any, shall be refunded to the subscriber by the Telephone Company.
 - (5) Upon the sale or transfer of any Telephone Company the seller shall file with the Commission under oath a list showing the names of all subscribers who have made a deposit, the date such deposit was made, the amount of such deposit and the interest agreed to be paid thereon.
- b. Service may be discontinued for failure of the subscriber to furnish a suitable deposit, if requested by the Company, five (5) days after the Company has served or mailed notice to the subscriber requesting such deposit.
- c. The Company shall not hold a residential subscriber's deposit beyond December following twenty-four (24) months of deposit retention, if such account is considered in good standing by the Company. At this time, residential subscribers whose deposits have been held by the Company shall have their deposit and accrued interest refunded by the Company crediting such subscriber's December billing.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

D. Establishment and Maintenance of Credit (Continued)

2) Deposits (Continued)

- d. The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any regulated sums due the Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

3) Discontinuance of Service for Failure to Maintain Credit

Service may be discontinued for failure to maintain credit, as specified under "Deposits", five days after the Company has served or mailed notice requiring the subscriber to do so.

4) Restoration Charge

When service has been discontinued for failure to maintain credit as specified above, the restoration charge will be made and may be collected by the Company, before service is restored.

5) Adjustments for County or Other Local Taxing Authority Payments

- a. In the event a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other local taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

- b. Adjustments for Municipality Payments

In the event a municipality has or acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

D. Establishment and Maintenance of Credit (Continued)

6) Cancellation for Cause

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

- a. nonpayment of any regulated sum to the Company, following five (5) days written notice;
- b. a violation of, failure to comply with, any condition governing the furnishing of service; or
- c. the Company is prohibited from furnishing service by the order of a court or other government authority having jurisdiction.

E. Obligation and Liability of the Company

1) Undertaking of the Company

The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this price list.

2) Furnishing of Equipment

- a. All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this price list. The subscriber may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or hazards. Commercial power will be furnished by the subscriber at a suitable outlet when and where required.
- b. No equipment, apparatus, circuit, or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction, acoustically, or otherwise, except as provided in this price list, or otherwise authorized or connection is made, the Company shall have the right to remove or disconnect the same, or to terminate the service.
- c. The provisions of the preceding shall not be construed or applied to bar a subscriber from using devices which serve his convenience in his use of the facilities of the Company, provided any such device so used does not:
 - (1) endanger the safety of Company employees or the public;
 - (2) damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this price list;
 - (3) interfere with the proper functioning of such equipment or facilities;
 - (4) impair the operation of the communications systems; or
 - (5) otherwise injure the public in its use of the Company's services.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

2) Furnishing of Equipment (Continued)

- d. Except as otherwise provided in this price list, nothing herein shall be construed to permit the use of a recording device, or of a device to inter-connect any line or channel of the Company with any other communication line or channel of the Company or of any other person.
- e. Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in this price list.

Customer Premises Equipment is any terminal equipment at the subscriber's premises which is used for telephone communications.

- (1) The subscriber is responsible for all customer premises equipment on the subscribers premises.
- (2) The Telephone Company is responsible for the access line from the central office switching point up to and including the termination on the subscriber premises in either a protector, interface or other point of demarcation.
- (3) Beginning January 1, 1988, all telephone customer premises equipment on the subscriber premises is the responsibility of the subscriber. This change was ordered as part of the continuing deregulation of the telephone industry. With this change the subscriber will be responsible for the rental, purchase, or maintenance of CPE on a deregulated basis. The Telephone Company will provided customer requested installation, maintenance or rearrangements of CPE on a detariffed basis. The charges will be on a flat rate schedule or time and material schedule basis.
- (4) The specialized terminal equipment, over voltage protection, coin pay phones and multiplexing equipment are excluded from the deregulation.
- f. Facilities of an electrical 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, towns, or villages along the right-of-way) owned or controlled by such Company may be connected with PABX facilities furnished by the Company subject to the conditions stated in "Connection With Customer-Provided Equipment and Facilities".
- g. The subscriber is responsible for the provision and maintenance at his expense, of all suitable space and floor arrangement including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with service furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

2) Furnishing of Equipment (Continued)

- h. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

3) Furnishing of Service

- a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.
- b. The rates and charges quoted in this price list provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- c. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in the Company's price list, except as otherwise specified.
- d. Right of access
 - (1) The Company's authorized employees may enter a subscriber's premises at all reasonable hours for any purpose reasonably pertinent to the furnishing of telephone service and the exercise of any and all rights secured to it by law or by the price list schedules.
 - (2) The Company may remove any or all of its property located on the subscriber's premises at the termination of service as provided by the price list schedules.
- e. Maintenance and repair

All ordinary expense of maintenance and repair in connection with equipment, facilities and services provided by the Company is borne by the Company unless otherwise specified in this price list. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the subscriber and not due to ordinary wear and tear, the subscriber will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed.

Subscribers may not rearrange, disconnect, remove or attempt to repair nor permit others to rearrange, disconnect, remove or attempt to repair any apparatus or the Network Interface Device installed by the Company except upon the consent of the Company.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

3) Furnishing of Service (Continued)

f. Outgoing and incoming service privileges

The price list and rate schedules of the Company govern and fix the outgoing service of a subscriber and in no matter guarantee to him the same incoming service. All incoming service of a subscriber depends upon and is limited by the right of a calling subscriber to such service.

g. Ownership of facilities

Ownership furnished by the Company on the premises of a subscriber are the property of the Company.

h. Company facilities at hazardous or inaccessible locations

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

i. Work performed outside regular working hours

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

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

4) Maintenance and repair

- a. All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company, except as specified elsewhere in this price list.
- b. The Company undertakes to maintain and repair the facilities which it furnishes to subscribers. The subscriber is assessed the actual cost of each instrument, apparatus, equipment, or lines destroyed due to malicious, willful and negligent damage. The subscriber may not, nor permit other to, rearrange, disconnect or remove any equipment or the standard network interface installed by the Company. If facilities are rearranged, disconnected or removed, the Company shall have the right to make a charge sufficient to recover any losses experienced as a result of such unauthorized tampering.
- c. Access to subscriber's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

5) Liability of the Company

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the subscriber shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occurs, after notice to the Company, by the subscriber.

The applicable terms, rates and conditions specified in this price list, together with the Company's customer service agreement and/or service order, constitute the only agreement between the parties with respect to the service(s) to which the Customer has subscribed. Statements (whether written or oral) may have been made about the service(s) specified in this price list. Such statements, however, do not constitute warranties, shall not be relied upon by the Customer and are not part of the parties' relationship. All prior agreements, proposals, representations or understandings concerning the service(s) are also deemed superseded upon the Customer's subscription. The applicable price list sections, together with the Company's customer service agreement and/or service order, constitute the complete and exclusive expression of the parties' relationship. These price list provisions may only be modified by: (1) a subsequent price list filing; or (2) written agreement, signed by an authorized Company representative, which identifies both the price list provision being modified or superseded, if applicable, and the specific nature of the change.

All implied warranties, including the implied warranty of merchantability, are disclaimed. The Company does not warrant that the service(s) are fit for any particular purpose of the Customer. The Company makes no warranties with respect to the service(s) other than that the service(s) will conform to the description contained in this price list.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

5) Liability of the Company (Continued)

- b. The subscriber indemnifies and saves the Company harmless against the following:
 - (1) Acts of omission of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - (2) Any defacement or damage to the subscriber's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
 - (3) Any accident, injury or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.
 - (4) Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and system of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with facilities provided by the Company.
 - (5) Liability for failure to provide service.
 - (6) Liability for telephone listings is covered as shown in rule, "Telephone Directories, Listings and Numbers", in this price list.
 - (7) The Telephone Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of services offered under this price list including, but not limited to claims by subscribers to services provided to the Customer, and users of any services provided by or resold by the Customer.
- c. The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within sixty (60) days after the alleged delinquency occurs.
- d. Equipment in Explosive Atmosphere

The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

5) Liability of the Company (Continued)

d. Equipment in Explosive Atmosphere (Continued)

The Company may require such subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

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

e. Unsafe or prohibited facilities, appliances, or apparatus

The Company may refuse to furnish service on the premises of an applicant for telephone service and may disconnect a subscriber's telephone service on a premises if any of the facilities, appliances, or apparatus on such premises are found to be unsafe or causing harm to Company facilities, and may refuse to furnish telephone service on such premises until the applicant or subscriber shall have remedied the condition.

f. Foreign attachments

The Company shall have the right to disconnect foreign attachments which are unlawfully connected to telephone service and may, without notice, discontinue service to the subscriber should this condition persist in violation of this rule.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

5) Liability of the Company (Continued)

g. Use of Customer-Provided Equipment

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by or resulting from use of customer-provided equipment, (except where a contributing or concurrent cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs after notice by the subscriber to the Company), or (2) not prevented by customer-provided equipment where any such damage could have been prevented by company-provided equipment which remains under tariff.

h. Unauthorized Computer Intrusion

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

i. Transmission of Data

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

j. Errors or Damages Caused by System Data Limitations

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

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

E. Obligation and Liability of the Company (Continued)

6) Directories

- a. It is the policy of the Company to publish a telephone directory annually. The Company issues directories to assist in furnishing prompt and efficient service and it does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors in or omissions of directory listings, or listings obtained from the "Directory Assistance Operator", shall be limited to direct damages, which shall not exceed the greater of total charges applicable to the service for one year or the then current term of this Agreement, after notice to the Company by the subscriber. The Company will not be a party to controversies arising between customers or others as a result of listings published in its directories.

Telephone directories are provided by the Telephone Company on the following basis:

- (1) One copy is furnished for each Local Exchange Service access line at no charge.
 - (2) Copies in addition to those in paragraph a. above are furnished at the rates specified in the "National Directory Price List".
- b. Directories furnished without charge to subscribers are the property of the Company, and are made available to customers only as an aid to the use of the telephone service. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced, or mutilated while in the possession of the subscriber.
 - c. Directories regularly furnished to subscribers shall remain the property of the Company. No binder, holder, or auxiliary cover, except as provided or authorized by the Company shall be used in conjunction with any directory furnished by the Company.
 - d. Misuse of Directory Assistance Service

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

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

F. Limitations and Use of Service

- 1) Network Facilities for Use With Automatic Dialing and Announcing Devices
 - a. Subscribers who wish to use automatic dialing and announcing devices for solicitation purposes must do so pursuant to the following terms and conditions.
 - (1) No numbers will be called in sequential fashion. Sequentially placed calls refer to those calls automatically dialed by successively increasing or decreasing integers, or similar methods.
 - (2) Where facilities permit, the equipment shall be so programmed or utilized in such a manner as to automatically disconnect a called party's line not later than ten seconds after the called party hangs up.
 - (3) Within 20 seconds after the called party answers, the name and telephone number of the individual or firm making or paying for the call, including but not limited to, the name of the individual or firm on whose behalf the call is made, must be clearly stated.
 - (4) At the conclusion of the call, the name and telephone number of the individual or firm making or paying for the call, including but not limited to, the name of the individual or firm on whose behalf the call is made, must again be clearly stated.
 - (5) If the customer's response is to be recorded, they must be informed of such and permission must be granted.
 - (6) If the solicitation call requires a response by the customer and a charge will apply, the customer must be informed that the response is not a free call. The vendor at this time, must give the customer the amount of the charges that will be applied if they respond.
 - (7) No calls will be placed to organizations providing emergency services, including but not limited to hospitals, nursing homes, fire departments, and law enforcement agencies.
 - (8) No calls will be placed on Sundays or Holidays. No calls will be placed between the hours of 8:00 PM and 8:00 AM, Monday through Saturday.
 - (9) The Telephone Company is under no obligation to provide lists of telephone numbers or any directory information other than normally issued telephone directories.
 - (10) Messages must not contain obscene or profane language.
 - (11) Solicitation calls for the sale of pornographic material will not be allowed.
 - (12) This type telecommunication service will not be used for any unlawful purpose.
 - (13) Connection of customer provided communication systems must meet the Telephone Company's requirements as well as Part 68 of the Federal Communications Commission's Rules and Regulations.
 - (14) Emergency and unlisted telephone numbers will not be used with recorded solicitation communication.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

F. Limitations and Use of Service (Continued)

- 1) **Network Facilities for Use With Automatic Dialing and Announcing Devices (Continued)**
 - b. In cases where there is an existing business relationship between the called party and the subscriber and where the subscriber uses the dialing and announcing devices strictly as a follow up device to supply information related to these prior dealings, the preceding terms and conditions will not apply. However, even subscribers who have had prior dealings with the called party will not be allowed to utilize the automatic dialing and announcing devices for solicitation purposes.
 - c. Any subscriber operating or utilizing automatic dialing equipment who does so in violation of the provisions set forth preceding will be subject to immediate disconnection of telephone service.

- 2) **Special Equipment and/or Arrangements**

For special equipment and arrangements furnished in connection with service, charges equivalent to the estimated cost of furnishing such equipment or arrangements apply. Estimated cost consists of an estimate of the cost of maintenance; cost of operation; depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies.

Estimated cost installed as mentioned in the above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way and any other items which are chargeable to the capital accounts.

- 3) **Use of Facilities of Other Connecting Carriers**

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

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

F. Limitations and Use of Service (Continued)

4) Cordless Telephones

When Cordless Telephones are used with the Telephone Company facilities, whether Company-Provided or Customer-Provided, the subscriber shall be responsible for the payment of all tolls made from the subscriber's telephone number. The subscriber has exclusive control over the cordless telephone base and cordless telephones are of the type that other cordless phones with the same frequency can access the same base station, therefore the Company will not allow toll denial where these type instruments are used.

The subscriber indemnifies the Company against and holds the Company harmless from any and all losses, claims, demands, causes of action, damages, costs or liability, in law or in equity, or every kind and nature whatsoever (including, without limiting the generality of the foregoing, losses, claims, demands, causes of action, damages, costs or liability for libel, slander, fraudulent or misleading advertising, invasion of the right of privacy, or infringement of copyright or patent) arising directly or indirectly from the material transmitted over its facilities or arising directly or indirectly from any act or omission of the customer or the calling party while using or attempting to use facilities furnished by the Company or arising from combining with, or using in connection with facilities of the Company, any cordless telephone.

5) Explosion Proof Equipment

As prescribed by the National Electrical Safety Code, explosive atmospheres have been classed in various classes and groups. Class I has been set up for gases, vapors, etc., and Class II for dusts, powders, etc. Under Class I, gases have been divided into four groups as follows:

Group A B Acetylene

Group B B Manufactured Gas and Hydrogen

Group C B Refineries and Chemical Plant Vapors of Ethyl Ethers, Gasoline,
Petroleum, Naptha and Acetone

Group D B Alcohols and Lacquer Solvents

- a. Telephone instruments, that have been approved by the Underwriter's Laboratory may be provided for Groups B, C and D of Class I and all of Class II.
- b. Explosive atmosphere equipment may be furnished with individual line, PABX, and key station service, but may not be furnished for use in areas where acetylene gases may be present.
- c. This equipment is designed to minimize the danger in atmospheres classified in the National Electrical Code as dangerous.
- d. The subscriber may be required to install and maintain explosive atmosphere equipment in any hazardous area where, in the opinion of the Company, injury or damage to Company employees or property might result.

PRICE LIST

SERVICE

41. General Rules and Regulations (Continued)

F. Limitations and Use of Service (Continued)

5) Explosion Proof Equipment (Continued)

- e. The subscriber shall indemnify and hold harmless and thereby release the Company from any and all legal or other expenses, claims, costs, losses, suits or judgements for damages or injuries to or deaths of persons, or damages to or destruction of property arising in any way directly or indirectly, by reason of any use by the subscriber of the equipment provided by the Company.
- f. The subscriber is required to furnish and maintain all explosion proof conduit and fittings for telephones and signals, wiring and commercial power which may be required to operate signals.

42. Definitions

For the purpose of this price list the terms and expressions listed below shall have the meanings set forth opposite them.

ACCESS LINE B A circuit directly connecting the central office switching equipment with the subscriber's termination point.

ACCESS LINE WORK CHARGE B The charge for work associated on the circuit between the serving central office up to and including the protector on the customer's premises or on an outside circuit between premises or between locations on the same premises.

ACCESSORIES B Devices which are mechanically attached to, or used with, the facilities furnished by the company and which are independent of, and not electrically connected to, the conductors in the communications path of the telecommunications system.

ACOUSTICAL CONNECTION B A connecting arrangement without electrical connections that permit transmission of sound between a company-provided telephone instrument and customer-provided equipment.

ADDITIONAL LINE B A circuit connecting a station with another station or a circuit connecting a private branch exchange station with a private branch exchange switchboard. An additional line may terminate on a key in lieu of an instrument.

ADDITIONAL LISTING B Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

ALABAMA RELAY CENTER B The Alabama Relay Center permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communications take place by relaying conversations (voice to TDD and TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.

PRICE LIST

SERVICE

42. Definitions (Continued)

APPLICANT B A person, firm, corporation, or other organization applying for telecommunications service.

AUTHORIZED USER B A person, firm, or corporation (other than the subscriber) on whose premise a telephone, private branch exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the price list.

AUXILIARY LINE B An additional individual line main station used for one-way (inward to the subscriber) service.

BASE RATE B A schedule rate for any form of exchange service which does not include mileage charges.

BASE RATE AREA B The developed sections which are a part of or contiguous to the community in which the exchange is located as set forth in the telephone utility's price lists.

BUSINESS SERVICE B Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional or occupational nature.

CALL B An attempted or completed communication.

CANCELLATION CHARGE B A charge applicable under certain conditions when an application for service and/or facilities is cancelled in whole or in part prior to the completion of the work involved.

CENTRAL OFFICE B A unit in which connections are made and switching is accomplished between telephone access lines and to the toll network.

CENTRAL OFFICE EQUIPMENT B Switching, transmission and power equipment located within a central office for the purpose of connecting local, EAS and toll calls.

CENTRAL OFFICE LINE B A circuit directly connecting an individual main station or private branch exchange switchboard or an intercommunicating system with a central office.

CENTRAL OFFICE WORK CHARGE B The charge for work associated with the central office applicable for functions required within the central office.

CENTREX SERVICE B A service arrangement of dial switching equipment and facilities which permits completion of inward and outward local and long distance calls from stations associated with the system without intermediate handling by the attendant, generally subscribed to by governmental agencies, with Satellite Centrex Service provided at various offices throughout the state. A Satellite Centrex Station is service provided by auxiliary dial switching equipment which is connected, by tie lines, to the dial switching equipment serving the principal location. Attendant's positions are not furnished at satellite locations.

CERTIFICATE B Certificate of Public Convenience and Necessity issued by the Commission to telephone utilities.

CHANNEL B A path for communication between two or more stations, or company offices, furnished in such a manner as the company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

PRICE LIST

SERVICE

42. Definitions (Continued)

CLASS OF SERVICE B A description of telecommunications service furnished a customer which denotes such characteristics as nature of use (Business or Residence) or type of rate (Flat Rate, Measured Rate or Message Rate). Classes of service may be subdivided in "Grades", such as individual line (one-party), two-party, or four-party line.

COMMISSION B Alabama Public Service Commission.

COMMISSIONS B A percentage of collections paid as a fee in consideration of service rendered to the company.

COMMUNICATING DEVICE B Any item, located on the customer's side of the connecting terminal, which is used in transmitting or receiving telecommunications messages.

COMMUNICATIONS SYSTEMS B Channels and other facilities which are capable when not connected to telecommunications services, of two-way communications between customer-provided terminal equipment or deregulated Company provided stations.

COMPANY B Whenever used in this price list, "Company" refers to this Telephone Company unless the context clearly indicates otherwise.

CONNECTING ARRANGEMENT B The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company or of facilities of the Company with other facilities of the Company.

CONNECTING COMPANY B A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

CONSTRUCTION CHARGE B A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the service order schedule.

CONTINUOUS PROPERTY B The plot of ground, together with any buildings thereon, occupied by the subscriber, which is not divided by public highways or separated by property occupied by others. Where a subscriber occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the subscriber furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT B Refers to the agreement between a subscriber and the Company under which services and facilities are furnished in accordance with the applicable provisions of the price list.

COST B The cost of labor and materials, which include appropriate amounts to cover the Company's general operating and administrative expenses.

PRICE LIST

SERVICE

42. Definitions (Continued)

COST OF EQUIPMENT B Cost of equipment when referred to in this price list consists of equipment cost, freight, taxes, cost of maintenance, cost of operation, general administration expenses, including taxes on the basis of average charges for these items, and any other item of expense associated with the particular situation.

CUSTOMER B The individual, partnership, association or corporation which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

CUSTOMER PREMISES EQUIPMENT (CPE) B All telecommunications equipment located at a customer's premises (except pay phones).

DATA ACCESS ARRANGEMENT B A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to assure proper operation and protection of the telecommunications network.

DIRECT CONNECTION B Connection of terminal equipment to the telephone network by means other than acoustic and/or inductive coupling.

DIRECTORY ASSISTANCE CHARGE B A charge made for placing requests from the Directory Assistance Operators.

DIRECTORY LISTING B The publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DROP WIRE B Paired wires, insulated and under a common cover, which connect a subscriber's line from the terminal on the pole to the point of demarcation on the customer's premises.

DUAL NAME LISTING B Provided for customers subscribing to residence service who share the same surname and reside at the same address, and for a person known by two first names.

ENTRANCE FACILITIES B Facilities extending from the point of entrance on private property to the premises on which service is furnished.

EXCHANGE B A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may consist of one or more central offices, together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

EXCHANGE SERVICE AREA B The territory served by an exchange within which local telephone service is furnished at the exchange rates applicable within that area.

PRICE LIST

SERVICE

42. Definitions (Continued)

EXCHANGE SERVICE B The furnishing of facilities for the telephone communication within an exchange area, in accordance with the regulation and charges specified in the price list. Exchange facilities are used to establish and maintain connection between an exchange station and the other telephone plant and facilities in connection with long distance calls or extended area service calls.

EXISTING CUSTOMER B Reference to existing customer in this price list means customers as of the date of this price list.

EXTENSION AND PABX STATION MILEAGE B The charges made for the additional circuit required to furnish such stations beyond the allowance distance from the main station or PABX switchboard.

EXTENDED AREA SERVICE (EAS) B A type of telephone switching and trunking arrangement which provides for unlimited calling between two or more telephone exchanges based on a usage-sensitive structure and/or a flat rate additive, if applicable.

EXTRA LISTING B Any listing of a name or information in connection with a subscriber's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

FACILITIES B All property and means owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service.

FLAT RATE SERVICE B Service furnished at a fixed monthly charge, including extended area service where applicable which provides unlimited local calling.

FOREIGN ATTACHMENT B Lines, instruments, appliances, or apparatus not owned or furnished by the Company.

FOREIGN CENTRAL OFFICE B Any central office other than that which serves the area in which the subscriber is located.

FOREIGN EXCHANGE LINE MILEAGE B The measurement applying to that portion of a central office line connecting a customer with a foreign central office, from the common boundary line to the customer's station, for which a monthly charge is made in addition to the base rate for exchange service.

FOREIGN EXCHANGE SERVICE B Telephone exchange service furnished to a subscriber from a central office of an exchange other than the exchange regularly serving the area in which the subscriber is located.

GROUND POTENTIAL RISE B A hazardous voltage appearing on the power station grounding apparatus when certain failures occur in the power distribution system.

PRICE LIST

SERVICE

42. Definitions (Continued)

HARM B Harm consists of hazards to personnel, damage to company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to company equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

INDIVIDUAL LINE B An access line designed for the exclusive use of a subscriber.

INITIAL SERVICE PERIOD B The minimum length of time for which a subscriber is obligated to pay for service, facilities, and equipment, whether or not retained by the subscriber for such minimum length of time.

INSTALLATION CHARGE B A non-recurring charge applying to the provision of certain items of equipment or facilities as distinguished from the service connection charge applicable for establishment of basic telephone service.

INTEREXCHANGE CHANNEL B That portion of a channel which connects stations in two or more exchanges.

KEY LINE B A circuit connecting a key system with a central office.

KEY LINE TELEPHONE SERVICE B A service that enables access lines to terminate in a expandable multi-button telephone set utilizing common equipment which continuously connects a subscriber to a switching center (exchange) or common carrier operating center.

LEASE LINE B A channel tying together two or more points in the exchange area for the sole use of the subscriber. It is terminated at each point on the subscriber owned equipment and is not connected to the central office switching equipment.

LINE ACCESS CHARGE B The charge for main station (excluding instrument charges) together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this price list.

LINK-UP ALABAMA B Link-Up Alabama provides subsidized assistance qualifying low income households by providing a credit to the installation and connection charges applicable to the provisioning of residence service.

LOCAL ACCESS AND TRANSPORT AREA (LATA) B Geographic area established for the purpose of defining the territory within which an Operating Company may offer its telecommunications services.

LOCAL CHANNEL B That portion of a channel which connects a station to an interexchanging channel or a channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE SERVICE B A type of localized calling whereby a subscriber can complete calls from his station to other stations within a specified area without the payment of long distance charges. It includes the use of exchange facilities required to establish connections between stations within the exchange and between stations and the toll facilities serving the exchange.

PRICE LIST

SERVICE

42. Definitions (Continued)

LOCAL MESSAGE B A completed communication between customer's stations located within the same exchange area or local service area.

LOCAL SERVICE AREA B The area within which telephone service is furnished customers under a specified schedule of exchange rates and without toll charges. A local service area may include one or more exchange areas.

MAINTENANCE OF SERVICE CHARGE B The charge for each visit by the Telephone Company to the premises of the customer, or authorized user, where the report results from the use of equipment provided by the customer, or authorized user.

MESSAGE B A completed telephone call regardless of length of call or time and distance involved.

MESSAGE RATE B Local exchange service billed on a per-message basis.

MINIMUM CONTRACT PERIOD B The minimum length of time for which a subscriber is obligated to pay for service, facilities and equipment, whether or not retained by the subscriber for such a minimum length of time.

MISCELLANEOUS SERVICE B Service not regularly furnished with the various classes of exchange service.

MOVE B A transfer of telephone service from one location to another on the same premises where there is no interruption of service other than is incident to the work involved. Transfers of telephone service and equipment from one premises to another, or from one location to another on the premises involving a break in the continuity of service and resulting in cessation of local service charges are not considered as moves, but as new service connections and service charges that may be applicable.

NETWORK CONTROL SIGNALING B The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (Dialing), calling and called number identification, audible tone signals (call progress signals indicating recorder or busy conditions, altering, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT B The terminal equipment furnished, installed, and maintained by the Company for the provision of network control signaling.

NETWORK INTERFACE DEVICE (NID) B A standard FCC Registration Program jack or equivalent that is installed by the Telephone Company as part of the network access line on a customer's premises at a location determined by the Company which is accessible to the customer and consistent with FCC Registration regulations governing the location of the network interface device. The network interface device is located on the customer's premises and serves as the point of connection for all premises services to the telecommunications network.

PRICE LIST

SERVICE

42. Definitions (Continued)

NETWORK TERMINATING WIRE B Wire installed for network service for a specific customer and used to connect the intrabuilding network cable or the outside plant distribution facilities to the Network Interface.

NEW SUBSCRIBER B Applicants having no basic monthly service or those subscribers changing service premises.

NONLISTED TELEPHONE B An exchange station which has the listing omitted from the telephone directory but listed in the directory assistance records.

NONPUBLISHED TELEPHONE B An exchange station which has the listing omitted from both the telephone directory and directory assistance records at the customer's request.

NON-RECURRING CHARGE B A one time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to recurring monthly charges.

POINT OF DEMARCATION B The point of physical interconnection (connecting block, terminal strip, protector or remote isolation device) between the telephone network and the customer premises wiring. This point is part of the telephone network, provided and maintained by the telephone company under this Price list. The location of this point is at the Network Interface Device which is located outside at a point determined by the Company, which is accessible to the Customer.

PREMISES B The building, portion or portions of a building on continuous property used and/or occupied at one time by the customer in the conduct of his business or as a residence. Where floor space adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

PREMISES WIRE B All wiring within the same building or between buildings on the same continuous property of a customer and located on the customer's side of the network interface. In the absence of a network interface, all wiring on the customer's side of the first point of connection at a customer's premise.

PRIVATE BRANCH EXCHANGE SERVICE (PABX SERVICE) B An arrangement of equipment consisting of switching apparatus with attendant's telephone, trunks to a central office and stations connected with the switching apparatus, providing for intercommunication between these stations and communication with the general exchange and interexchange systems.

PRIVATE BRANCH EXCHANGE TRUNK B A circuit connecting a private branch system with a Central Office.

PRIVATE LINE B A circuit provided to furnish communication between two or more instrumentalities directly connected to it. Such instrumentalities do not have access to the general exchange and interexchange networks.

PRIVATE LISTING B Telephone number not listed in the telephone directory nor given out by the Telephone Company.

PRICE LIST

SERVICE

42. Definitions (Continued)

PRIVATE RIGHT - OF - WAY B A facility route granted to the Company on/or over private property.

PUBLIC TELEPHONE B An exchange station, either attended or equipped with coin collecting device, designed and placed for use by the public in general, at locations chosen or accepted by the Company.

REGISTERED TERMINAL EQUIPMENT B Terminal equipment which is registered in accordance with the rules and regulations in Part 68, Subpart C of FCC Docket 19528.

RESIDENCE SERVICE B Telephone service furnished to customers when the actual or obvious use is for domestic purposes.

RESTORATION CHARGE B A charge applying to restore service following a temporary suspension of such service for nonpayment of charges.

ROTARY HUNTING B Routes a call to an idle station line in a prearranged group when the called station line is busy.

- a. Terminal B The hunt always starts with the called station line and ends with the last station line in the prearranged group completing the call to the first idle station line encountered. Unless the first station line is called, only a portion of the group is tested.
- b. Circular Hunting B The hunt starts with the called station line and always proceeds in a prearranged order to test all lines in the group once, completing the call to the first idle station line.

SERVICE CHARGE B A nonrecurring charge applying to the establishment of telephone service for a subscriber and subsequent alterations to that service.

SERVICE ORDER CHARGE B The charge for receiving and recording information and/or taking action in connection with a subscriber or applicant and processing the necessary data.

STATION B A unit of service, complete with all instrumentalities (e.g., telephone set, connecting block, protection apparatus, drop or block wiring) and lines (circuits), so arranged as to permit sending and receiving messages through the exchange and long distance network. Also denotes a termination of an individual exchange line or PABX trunk provided in accordance with the provisions of this price list.

SUBSCRIBER B See "Customer".

SWITCH B A unit of dial switching equipment which provides interconnection between station lines or trunks.

TARIFF B The rates, charges, rules and regulations adopted and filed by the Company and approved by the Alabama Public Service Commission.

TELEPHONE COMPANY B See "Company".

PRICE LIST

SERVICE

42. Definitions (Continued)

TELEPHONE NUMBER B A designation assigned to a telephone station or private branch exchange necessary for placing calls to the telephone station or private branch exchange for identification in the assessment of message charges, etc.

TOLL CALL B A call to a point outside the local calling area of an exchange for which a long distance charge applies.

TERMINAL EQUIPMENT B All equipment provided by common carriers and located on customer premises except over voltage protection equipment, coin operated or pay telephones, and multiplexing equipment to deliver multiple channels to the customer. Mobile radio equipment transmit earth stations are also not considered to be terminal equipment.

TERMINATION CHARGE B A charge applying when a subscriber discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item.

TOUCHTONE CALLING SERVICE B A classification of exchange service whereby calls are originated through the use of pushbuttons in lieu of rotary dials.

TRUNK LINE B A circuit connected to the trunk side of the central office switch over which customers' messages are sent.

UNDERGROUND SERVICE CONNECTION B A subscriber's "drop" wire which is ran underground from a pole line or an underground distributing cable.

ZONE B One of a series of specified areas, beyond the base rate area of an exchange, in which service is furnished at rates in addition to base rates.

ZONE BOUNDARY B The limit of a specified area beyond the base rate area of an exchange.

43. Acronyms and Abbreviations

ABH B Average Busy Hour

ACCUNET B AT&T Switched Data Service Network

AND B Automatic Network Dialing

ATTCOM B AT&T Communications

ATTIS B AT&T Information Services

ATUR B Automatic Telephone Using Radio (Cellular System)

BCR B Billing, Collecting, Remitting

BHC B Busy Hour Calls

BNS B Bill Number Screening (TSPS)

PRICE LIST

SERVICE

43. Acronyms and Abbreviations (Continued)

- BOC** B Bell Operating Companies
- BRA** B Base Rate Area
- BV** B Busy Verification
- CALC** B Customer Access Line Charge
- CCIS** B Common Channel Inter-Office Signaling
- CCLC** B Common Carrier Line Charge
- CDR** B Call Detail Recording
- CDRR** B Call Detail Recording and Reporting
- CIC** B Carrier Identification Code
- CMRS** B Cellular Mobile Radio Telecommunications Service
- CPE** B Customer Premises Equipment
- DDD** B Direct Distance Dialing
- DID** B Direct Inward Dialing
- DOJ** B Department of Justice
- EAS** B Extended Area Service
- ECA** B Exchange Carrier Association
- EDA** B Embedded Direct Analysis
- FCC** B Federal Communications Commission
- FGA** B Feature Group A
- FGB** B Feature Group B
- FGC** B Feature Group C
- FGD** B Feature Group D
- FX** B Foreign Exchange
- IXC** B Interexchange Carrier
- ISDN** B Integrated Services Digital Network

PRICE LIST

SERVICE**43. Acronyms and Abbreviations (Continued)**

- KTS** B Key Telephone System
- LATA** B Local Access and Transport Area
- LCR** B Least Cost Routing
- LEC** B Local Exchange Company
- LMS** B Local Measured Service
- MTS** B Message Telecommunications Service
- NECA** B National Exchange Carrier Association
- ONA** B Open Network Architecture
- PBX** B Private Branch Exchange Service
- PIN** B Personal Identification Number
- PL** B Private Line
- POP** B Point of Presence
- PSN** B Public Switched Network
- RCC** B Radio Common Carrier
- RCF** B Remote Call Forwarding
- SLC** B Subscriber Line Charge

PRICE LIST

SERVICE

44. Universal Emergency Number Service B 911

A. General

- 1) When requested by local government authorities and subject to the availability of facilities, the Company will provide a universal number "911" for use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller telephone access to a local PSAP.
- 2) No charge applies to the calling party for calls placed to the 911 emergency number.

B. Rules and Regulations

- 1) Service is provided by the Company where facility and operating conditions permit.
- 2) This offering is limited to the use of central office number "911" as the universal emergency number and only one "911" service will be provided within any government agency's locality.
- 3) The 911 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number.
- 4) The service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting emergencies by the public.
- 5) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service. In the event of any interruption of the service, the Company shall not be liable for any loss or damage other than a pro rata allowance to the customer at the tariff rate for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.
- 6) 911 will be listed as the emergency number for participating public agencies on the inside front cover of the Company Directory. Dual listing of a seven-digit emergency number for these agencies will not be permitted on the inside front cover. In the white pages of the directory, a seven-digit nonemergency number must be listed along with the 911 number for those agencies.
- 7) Application for 911 service must be executed in writing by the customer (a municipality, a local government authority or their duly appointed agent). If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

PRICE LIST

SERVICE

44. Universal Emergency Number Service B 911 (Continued)

B. Rules and Regulations (Continued)

- 8) The customer must furnish the Company, in writing, with its agreement to the following terms and conditions:
 - a. That at least one PSAP will be provided and staffed on a 24-hour coverage basis.
 - b. That the customer accepts responsibility for dispatching, or having others dispatch police, fire, ambulance or other emergency services as required, to the extent as such services are reasonably available.
 - c. That the customer will subscribe to a sufficient number of 911 exchange lines to adequately handle incoming calls as determined by the Company but in all cases subject to a minimum of two lines required at any point in the 911 network including the 911 exchange lines terminated at the PSAP.
 - d. That the customer will subscribe for additional local exchange service at the PSAP location for administration purposes, for placing of outgoing calls and for receiving other emergency calls including any which may be relayed by at&t of Alabama operators.

C. Basic 911

1) Definition of Service

A Basic 911 (B911) system includes the Company provision of the 911 code or the opening of this code to the exchange network in those central offices that fall within the boundaries of the municipalities or other governmental bodies (township, county, etc.) that subscribe for B911 service. The other components of a B911 system include the station equipment at the PSAP which is provided at existing tariff rates (Key telephone, Call Directors, etc.) and the one way incoming 911 Exchange Lines.

2) Features

The following are standard features:

- a. **FORCED DISCONNECT** - Permits the PSAP attendant to release a connection even though the (911) calling party has not hung up, thereby preventing intentional jamming of the 911 exchange lines.
- b. **IDLE TONE APPLICATION** - Allows the PSAP attendant to distinguish between calls that have been abandoned before they were answered and calls where the calling party is unable to speak for some reason. If the caller abandoned the line just before the PSAP attendant answered, a distinct tone is heard by the attendant. If the caller is still on the line but unable to speak, no tone will be heard.

PRICE LIST

SERVICE

44. Universal Emergency Number Service B 911 (Continued)

C. Basic 911 (Continued)

3) Rates and Charges

a. Messages

No charge applies to the calling party for calls placed to the 911 emergency number.

b. 911 Exchange Lines

\$125.00 per month, per trunk includes ANI functions.

c. Dedicated Facilities

When dedicated-direct arrangements are provided from exchanges or zones other than that in which the PSAP is located due to the customer's request or when dedicated-direct arrangements are provided from exchanges or zones that do not have local calling to the exchange or zone in which the PSAP is located, charges for Foreign Exchange Service will apply for the interexchange mileage, plus \$125.00 per month, per trunk for the exchange line.

d. PSAP Terminal Equipment

Company or customer-provided equipment may be furnished to terminate 911 Exchange Lines at any PSAP.

(1) When the Company provides PSAP equipment, it will be provided at rates and charges as outlined under "Special Assemblies of Equipment".

(2) When customer-provided terminal equipment is employed at a PSAP, it will be furnished in accordance with the general provisions set forth in this price list.

Tie lines, private lines, extension access lines and other such channels connecting a PSAP to various agencies such as police, fire or ambulance service, are provided at rates for such channels and facilities as specified in this price list and other appropriate tariffs.

PRICE LIST

SERVICE

45. Subscriber Identified Ringing Assignment (SIRA)

A. General

The Subscriber Identified Ringing Assignment (SIRA) feature enables two or three Directory Numbers (DNs) to share the same line so that a subscriber can receive calls that are dialed to as many as three separate telephone numbers without installing additional lines. This feature can be used on either Dual-Tone Multifrequency or Dial Pulse telephones. A distinctive ringing pattern is provided for each additional DN so that a subscriber can determine in advance which telephone number a calling party has dialed.

B. Conditions

- 1) The SIRA feature is available on systems with in-frame ringing or systems equipped with bulk multifrequency ringing that have been upgraded with the distinctive ringing retrofit. This retrofit allows bulk ringing systems to provide two, three or four Distinctive Alerting (DA) ring cadences.
- 2) Call Waiting (CW) service can be assigned with the SIRA feature active. When the subscribers line is busy, a unique CW tone is applied to the subscribers line that corresponds to the assigned ringing pattern of the additional DN to indicate that a call is waiting. This distinctive CW tone is used by the subscriber to determine which telephone number the calling party dialed.
- 3) The subscriber can also be assigned a flexible form of Call Forwarding (CF) service with the SIRA feature active. The following options are available.
 - a. All calls terminating to the main DN or the auxiliary Dns will be forwarded (default option).
 - b. Only calls terminating to the main DN will be forwarded.
- 4) The SIRA feature can be assigned to any single-party subscriber line that is not a Private Branch Exchange (PBX), coin, Centrex, or Inward Wide-Area Telephone Service (INWATS) line that is associated with a Local Line Switch (LLS), Remote Line Switch (RLS) or AFC.
- 5) The following Distinctive Altering ringing patterns can be used for SIRA. DA code 1 will not override the ring code of the line when coded ringing is equipped in the frame.
 - a. DA Code 1 = Normal ringing
 - b. DA Code 2 = Two short rings
- 6) If a SIRA line has CW service, the following Call Waiting Indication (CWI) tones can be used on the basis of the DA pattern chosen.
 - a. DA Code 1 = Normal tone
 - b. DA Code 2 = Two short tones
- 7) The ringing cadences and the corresponding CW tones of the SIRA line DN's are assigned per office during database generation. As an option the SIRA distinctive CW tone can be deactivated per office so that calls made to DN's on a busy SIRA line receive a standard CW tone.

PRICE LIST

SERVICE

45. Subscriber Identified Ringing Assignment (SIRA) (Continued)

B. Conditions (Continued)

- 8) The Emergency Switching Service (ESS) mode does not support the Call Forwarding, Call Waiting, or Distinctive Alerting feature. When the system is in the ESS mode, the SIRA subscriber lines that are associated the RLSs are given the normal ringing pattern regardless of which SIRA DN was dialed.

C. Rates and Charges

RESIDENCE	\$ 6.50 Per Month
BUSINESS	\$ 9.00 Per Month

PRICE LIST

SERVICE

46. HOME ADVANTAGE PACKAGES

Home Advantage packages are available to residential subscribers only.

1. HOME ADVANTAGE INTERNET+ (PLUS)

The Home Advantage service package provides the following specified features:

- A. A flat rate individual residential access line.
- B. Dial Up Internet Service
- C. 250 Long Distance Minutes (United States only)
- D. Inside Wire Maintenance
- E. Simply Everything Package:
 includes Anonymous Call Rejection, Call Forwarding, Call Forwarding Busy Line, Call Forwarding No Answer, Call Screening, Call Trace, Call Transfer, Call Waiting, Caller ID Blocking, Direct Connect, Enhanced Caller ID, Home Page, Preferred Call Forwarding, Priority Ringing, Repeat Dialing, Ring 3, Speed Calling, Three-Way Calling, TouchTone and V-Mail.

The rates specified herein for Home Advantage Internet entitles a residence subscriber to unlimited calling to all exchange access lines within the subscriber's local calling area as defined on Page 1 of this Price List for the flat rate plan.

Dial Up Internet speed is best effort.

Customers must presubscribe to Cherokee Long Distance dba TEC Long Distance (TEC) for the 250 free minutes. Minutes in excess of 250 minutes per month will be billed at nine cents (**124**) per minute for domestic calling (United States) and the applicable rates of TEC for calling outside of the United States. Prices are posted on the TEC website at www.TEC.com.

Rates and Charges:	<u>Monthly</u>	<u>Non-Recurring</u>
Home Advantage Internet+ (Plus)		
Residential Flat Rate Access Line	\$69.95	*

* Service charges specified on Page 21 of this Price List do not apply for a conversion of existing service to/from Home Advantage service packages.

PRICE LIST

SERVICE

46. HOME ADVANTAGE PACKAGES (Continued)

Home Advantage packages are available to residential subscribers only.

2. HOME ADVANTAGE INTERNET

The Home Advantage service package provides the following specified features:

- A. A flat rate individual residential access line.
- B. Dial Up Internet Service
- C. 250 Long Distance Minutes (United States only)

The rates specified herein for Home Advantage Internet entitles a residence subscriber to unlimited calling to all exchange access lines within the subscriber's local calling area as defined on Page 1 of this Price List for the flat rate plan.

Dial Up Internet speed is best effort.

Customers must presubscribe to Cherokee Long Distance dba TEC Long Distance (TEC) for the 250 free minutes. Minutes in excess of 250 minutes per month will be billed at nine cents (**12¢**) per minute for domestic calling (United States) and the applicable rates of TEC for calling outside of the United States. Prices are posted on the TEC website at www.TEC.com.

Rates and Charges:	<u>Monthly</u>	<u>Non-Recurring</u>
Home Advantage Internet		
Residential Flat Rate Access Line	\$54.95	*

- * Service charges specified on Page 21 of this Price List do not apply for a conversion of existing service to/from Home Advantage service packages.

ALL MATERIAL ON THIS PAGE IS NEW.

PRICE LIST

SERVICE

46. HOME ADVANTAGE PACKAGES (Continued)

Home Advantage packages are available to residential subscribers only.

3. HOME ADVANTAGE

The Home Advantage service package provides the following specified features:

- A. A flat rate individual residential access line.
- B. 512K/128K residential DSL High Speed Internet Access
- C. 250 Long Distance Minutes (United States Only)

The rates specified herein for Home Advantage entitles a residence subscriber to unlimited calling to all exchange access lines within the subscriber's local calling area as defined on Page 1 of this Price List for the flat rate plan.

DSL 512K/128K Internet speed is best effort.

Customers must presubscribe to Cherokee Long Distance dba TEC Long Distance (TEC) for the 250 free minutes. Minutes in excess of 250 minutes per month will be billed at nine cents (**12¢**) per minute for domestic calling (United States) and the applicable rates of TEC for calling outside of the United States. Prices are posted on the TEC website at www.TEC.com.

Rates and Charges:	<u>Monthly</u>	<u>Non-Recurring</u>
Home Advantage		
Residential Flat Rate Access Line	\$76.25	*

- * Service charges specified on Page 21 of this Price List do not apply for a conversion of existing service to/from Home Advantage service packages.

ALL MATERIAL ON THIS SHEET IS NEW.

PRICE LIST

SERVICE

46. HOME ADVANTAGE PACKAGES (Continued)

Home Advantage packages are available to residential subscribers only.

4. HOME ADVANTAGE+ (PLUS)

The Home Advantage+ service package provides the following specified features:

- A. A flat rate individual residential access line.
- B. 512K/128K residential DSL High Speed Internet Access
- C. 350 Long Distance Minutes (United States Only)
- D. Inside Wire Maintenance
- E. Simply Everything Package:
includes Anonymous Call Rejection, Call Forwarding, Call Forwarding Busy Line, Call Forwarding No Answer, Call Screening, Call Trace, Call Transfer, Call Waiting, Caller ID Blocking, Direct Connect, Enhanced Caller ID, Home Page, Preferred Call Forwarding, Priority Ringing, Repeat Dialing, Ring 3, Speed Calling, Three-Way Calling, TouchTone and V-Mail.

The rates specified herein for Home Advantage+ entitles a residence subscriber to unlimited calling to all exchange access lines within the subscriber's local calling area as defined on Page 1 of this Price List for the flat rate plan.

DSL 512K/128K Internet speed is best effort.

Customers must presubscribe to Cherokee Long Distance dba TEC Long Distance (TEC) for the 350 free minutes. Minutes in excess of 350 minutes per month will be billed at nine cents (**12¢**) per minute for domestic calling (United States) and the applicable rates of TEC for calling outside of the United States. Prices are posted on the TEC website at www.TEC.com.

Rates and Charges:	<u>Monthly</u>	<u>Non-Recurring</u>
Home Advantage+ (Plus)		
Residential Flat Rate Access Line	\$99.95	*

- * Service charges specified on Page 21 of this Price List do not apply for a conversion of existing service to/from Home Advantage service packages.

ALL MATERIAL ON THIS SHEET IS NEW.

PRICE LIST

SERVICE

47. VALUE PACK SERVICES PACKAGES

The Value Pack service packages are available to residential subscribers only.

The Company offers the following bundled service products and allows the customer to customize their services based on an al la carte selection of the following groups of service.

The customer must have a residential access line service and may combine services with the residential access line at the bundled package rates shown below.

The customer may choose to bundle their services from any of the following categories. A minimum of two (2) categories from the list below are required for the Value Pack Services Bundle:

VALUE CALLING (1)

MONTHLY BUNDLED PRICE

250 Minutes of long distance	\$20.00 *
500 Minutes of long distance	\$30.00 *
Unlimited long distance minutes	\$50.00 **

* Each additional minute will be billed at the standard long distance rates based on the jurisdiction of the call.

** Unlimited plan includes a maximum of 1000 minutes. Minutes over 1000 will be billed at the standard long distance rates based on the jurisdiction of the call.

(1)Customer must be presubscribed to company's long distance service for interLATA and intraLATA long distance calling. Call detail will not be provided for call minutes included in the plan. Call detail will be provided for calls exceeding the plan minutes.

VALUE NET

512k/128k Residential High Speed Internet Access	\$35.00 (2)
Upgrade to 1.5 High Speed Internet	\$ 9.95 ***
Upgrade to 3.0 High Speed Internet	\$14.95 ***

***Rate is in addition to the **\$35.00** basic bundled rate for internet service

(2)Internet service provided by the company or its affiliate.

ALL MATERIAL ON THIS PAGE IS NEW.

PRICE LIST

SERVICE

47. VALUE PACK SERVICES PACKAGES (Continued)

VALUE PICK 5

MONTHLY BUNDLED PRICE

Customer may select 5 of the following features:

\$10.00

- Anonymous Call Rejection
- Call Forwarding
- Call Forwarding Busy Line
- Call Forwarding No Answer
- Call Screening
- Call Transfer
- Call Waiting
- Caller ID Basic
- Direct Connect
- Do Not Disturb
- Priority Ringing
- Repeat Dialing
- Speed Calling 8
- Three-Way Calling

VALUE PICK DELUXE

Customer may select any or all the following features:

\$13.00

- Anonymous Call Rejection
- Call Forwarding
- Call Forwarding Busy Line
- Call Forwarding No Answer
- Call Screening
- Call Transfer
- Call Waiting
- Caller ID Deluxe
- Direct Connect
- Do Not Disturb
- Priority Ringing
- Repeat Dialing
- Speed Calling 30
- Three-Way Calling
- Voice Mail Plus

PRICE LIST

SERVICE

48. TELECOMMUNICATIONS SERVICE PRIORITY (TSP)

A. General

Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in ATelecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NESP) Service Vendor Handbook@ (NCSH 3-1-2) dated December 10, 2000, and ATelecommunications Service Priority System for National Security Emergency Preparedness Service User Manual@ (NCSM 3-1-1)

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access services and/or other services provided by the Company that meet the TSP requirements. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Telephone Company providing such services.

The TSP System's applicability is limited to those services which the Telephone Company can discreetly identify for priority provisioning and/or restoration.

B. Application of Rates and Charges

1. A Telecommunications Service Priority charge applies when a request to provide or change a telecommunication service priority is received subsequent to the issuance of an Access Order or Service Order to install the service.
2. A Miscellaneous Service Order Charge will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the associated services in addition to all other charges.
3. A Telecommunications Service Priority charge does not apply when a Telecommunications Service Priority is discontinued or when ordered coincident with an Order to install or change service.
4. Additional Labor rates may be applicable when provisioning or restoring services with Telecommunications Service Priority.
5. When the customer requests an audit or a reconciliation of the Telephone Company's Telecommunications Service Priority records, a Miscellaneous Service Order Charge and Additional Labor rates are applicable.

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PRICE LIST

SERVICE

48. TELECOMMUNICATIONS SERVICE PRIORITY (TSP) (Continued)

C. Rates and Charges

Monthly Charge

A monthly maintenance fee is required per service arrangement, per code Maintenance fee

- | | | |
|----|-------------------------|----------|
| 1) | T-1 or Equivalent, each | \$ 50.00 |
| 2) | Business, 1 party each | \$ 10.00 |

Non-Recurring

Charge

- | | | |
|----|---|----------|
| 1) | Telecommunications Service Priority Charge
Per Service arranged | \$ 54.63 |
| 2) | Service Order Charge | \$ 76.00 |
| 3) | Miscellaneous Service Order Charge
Per Occurrence | \$123.00 |
| 4) | Service Date Change Charge B A Service Date Change Charge will apply, on a per order per occurrence basis, for each Service date changed. the Service Order Charge preceding does not apply. | \$ 60.00 |
| 5) | Design Change Charge B The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. | \$ 84.00 |

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PRICE LIST

SERVICE

48. TELECOMMUNICATIONS SERVICE PRIORITY (TSP) (Continued)

<u>D. Additional Labor Periods</u>	<u>Thereof</u>	<u>Each Half Hour or Fraction</u>	<u>Non-Recurring Charge</u>
1) Installation or Repair Overtime , outside of normally scheduled working hours on a scheduled work day, Per Technician			\$ 47.57*
2) Premium Time , outside of scheduled work day Per Technician			\$ 63.42*
3) Stand by			
a. Basic Time , normally scheduled Working hours, Per Technician			\$ 21.18*
b. Overtime , outside of normally scheduled working hours on a scheduled work day, Per Technician			\$ 31.77*
c. Premium Time , outside of scheduled work day, Per Technician			\$ 42.36*

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

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PRICE LIST

SERVICE

48. Telecommunications Service Priority (TSP) (Continued)

D. Additional Labor Periods (Continued)

Thereof

Each Half Hour or Fraction

Installation And Repair Technician	Central Office Maintenance Technician
--	---

Non-Recurring Charge

4)	Testing and Maintenance with other Telephone Companies, or Other Labor		
a.	Basic Time, Per Technician normally scheduled working hours	\$ 31.71	\$ 34.66
b.	Overtime, Per Technician outside of normally scheduled working hours on a scheduled work day	\$ 47.57*	\$ 51.99*
c.	Premium Time, Per Technician outside of scheduled work day	\$ 63.42*	\$ 69.32*

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

ALL MATERIAL ON THIS SHEET IS NEW.

PRICE LIST**SERVICE**49. **VOICE FEATURES PACKAGES**MONTHLY BUNDLED PRICE

A.	<u>Business Feature Package 1:</u>	\$12.00	
	Call Forwarding		
	Call Return		
	Call Waiting		
	Caller ID Enhanced		(T)
B.	<u>Business Feature Package 2:</u>	\$30.00	
	Call Forwarding		
	Call Forwarding Busy Line		
	Call Forwarding No Answer		
	Call Return		
	Call Transfer		
	Call Waiting		
	Caller ID Enhanced		(T)
	Personal Ringing (Ring 3)		(D)
	Speed Calling 30 Code		
	Three-Way Calling		
	Voice Mail Plus Package (per mailbox)		

PRICE LIST

SERVICE

50. **SIP Feature Service B Business**

A. General

SIP (Session Initiation Protocol) is an array of network gear including IP phones, IP PBXs, servers, and media gateways. SIP is the Application Layer protocol for the establishment, modification and termination of conferencing and telephony sessions over an IP-network. SIP provides much faster and scalable services to meet the customer's specific needs.

B. Package Definitions

<u>Class Features</u>	<u>Individual Features</u>
1) Call Waiting	\$ 4.50
2) Call Forwarding	4.00
3) Call Return	5.50
4) V-Mail Plus Package (per mailbox)	4.95
5) Call Forwarding Busy	3.00
6) Call Forwarding Don't Answer	3.50
7) Personal Ringing (Ring 3)	4.00
8) Three-way Calling	3.50
9) Call Transfer	3.50
10) Speed Calling 30 Code	4.50

C. **Bundled SIP Feature Package** and **Caller ID Enhanced** are only available with a Hosted SIP Platform bundle provided by the unregulated Company. The Bundled SIP Feature Services Package includes all features in B. above.

1) Bundled SIP Feature Services Package	\$ 4.00
2) Caller-ID Enhanced per call path (added to above SIP bundle)	10.00

ALL MATERIAL ON THIS SHEET IS NEW.

PRICE LIST

SERVICE

51. **Conference on Demand**

(N)

A. General

Conference on Demand service is a special telephone facility by which three or more people using conventional or cellular phones can be linked up to speak to one another. It offers the ability for participants in different locations to hold a conference by phone.

B. Service Features

- 1) Conference on Demand can be initiated with toll free or local numbers.
- 2) The Company will assign conference dial-in numbers, hosting codes, and participant codes.
- 3) The Conference on Demand Host may restrict the number of participants on the call. The maximum amount of participants for each conference call is 100.

C. Rates and Charges

	<u>Per Month</u>	<u>Per Participant Per Minute</u>
1) Conference on Demand	\$9.99	
Local Call-In Participants		\$0.025
Toll Free Call-In Participants		\$0.15

(N)

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PRICE LIST

SERVICE

52. **SafetyNet Service**

(N)

A. General

SafetyNet Service is a bundle for residential customers who wish to only subscribe to a basic access line in order to place emergency calls and receive High Speed Internet and/or Residential Security Service.

The bundle includes a basic access line with unlimited incoming calls, 180 minutes of local outgoing calls, and 3.0 Mbps / 512 Kbps high speed data or higher and/or Residential Security Service.

B. Terms and Conditions

- 1) SafetyNet Service will be provisioned where facilities are available.
- 2) SafetyNet Service is only available as a bundle with 3.0 Mbps / 512 Kbps high speed data or higher and/or Residential Security Service. No other optional services or optional calling plans are offered with this bundle, except Toll Restriction, Toll Restriction PIN Override, Non-Published Numbers, and Non-Listed Numbers. These four services will be allowed at the rates listed elsewhere in the tariff.
- 3) Rules, regulations, and limitations as specified elsewhere in the Company's tariffs will apply to this bundle.
- 4) Customers must subscribe to SafetyNet Service for at least one year. Cancellation of the bundle prior to the one year timeframe will cause an early termination fee of \$185.00 to apply.
- 5) Customers must subscribe to the Company's Long Distance Service as their long distance provider.
- 6) Per month, customers are allowed an unlimited amount of incoming calls and 180 minutes of local outgoing calls, which include calls to Emergency 911 services and the Local Business Office. A charge of \$0.05 per minute will apply to any usage over the allotted 180 minutes of local outgoing minutes per month. Standard toll charges will apply to all long distance calls.

(N)

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PRICE LIST

SERVICE

52. **SafetyNet Service** (Continued)

(N)

C. Rates and Charges

	<u>Per Month</u>
SafetyNet Service with 3.0 Mbps / 512 Kbps high speed data	\$54.95*
SafetyNet Service with Residential Security Service	\$34.95
SafetyNet Service with 3.0 Mbps / 512 Kbps high speed data and Residential Security Service	\$74.95*

*An additional charge of \$5.00 per month will be applied to upgrade high speed data service to 6.0 Mbps / 512 Kbps where available.

(N)

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TEC - Cherokee Division

Margerum Exchange Area
Effective 5/29/09

Issue Date: 7/01/09

Effective Date: 8/01/09