
SECTION B - RULES AND REGULATIONS1. DESCRIPTION OF SERVICE

- .01 Intrastate Telecommunications Service is the furnishing of MCI services for communications between specified locations under the terms contained herein. Channels will be those of MCI alone, or MCI's in conjunction with those of other participating, concurring or connecting carriers.
- .02 Intrastate Telecommunications Service consists of the furnishing, for the use of customers, of channels for the direct transmission and reception of communications between the MCI Metropolitan Area Terminal City Locations or MCI terminals and all service offerings contained herein which anticipate the provision of such channels as part of the offering are included in this category. Such service has the capability of being extended beyond the respective MCI terminal locations.
- .03 MCI, when acting at the customer's request and as his authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.
- .04 The MCI network is designed to insure that no more than five percent of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of the connections provided by the local telephone companies, which is beyond MCI's control.

SECTION B - RULES AND REGULATIONS

2. LIMITATIONS

- .01 Service is offered subject to the availability of facilities and the provisions contained herein.
- .02 Service may be disconnected, upon written notice, when necessitated by conditions beyond MCI's control. These conditions include, but are not limited to, a customer's call volume or calling pattern that results or may result in network blockages or other service degradation which adversely affect service to the calling party, customer, or other customers of MCI. MCI also reserves the right to discontinue furnishing service, upon written notice, when the customer is using the service in violation of the provisions contained herein, or in violation of the law.
- .03 Call Blocking: Without notice, the Company may block calls to or from certain countries, country codes, cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations or calls that use certain authorization codes, whenever the Company deems it necessary to take such action to prevent: (a) the unlawful use of service; (b) fraud; (c) nonpayment for service; (d) the use of service in violation of the requirements of this Tariff; or (e) Company network blockage or the degradation of service furnished to the Customer or to other customers; or when actions taken by foreign governments or foreign telecommunications agencies, or responsive actions taken by the U. S. Government or any instrumentality thereof, render it impossible or impracticable to provide service. The Company will unblock as soon as it determines it can do so without undue risk, and it will, upon request by an affected Customer, assign new authorization codes to replace any that were deactivated. Whenever call blocking occurs on lines presubscribed to the Company, Customers or former Customers will be unable to make calls via any of the Company's CICs or those of its affiliates. At the request of a private payphone owner, the Company will arrange to block direct dial (i.e., completed without the assistance of an operator) calls made from a payphone to Puerto Rico and the U.S. Virgin Islands and to all international locations, except Canada. The Company may refuse to accept calling or credit card, collect calling and/or third number calls which it determines are or may be fraudulent, or it may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico, and the U.S. Virgin Islands.
- .04 Toll access will not be provided to local 976 numbers because the proprietors of the services offered through such numbers have not provided MCI with a schedule of their charges.
- .05 MCI reserves the right to discontinue the use of any code provided to a customer of its Metered Use Services, e.g. Dial "1" or Credit Card or VNET, and to substitute another code for such customer's use. Nothing herein, or in any other provision of this tariff, or in any marketing materials issued by the company shall give any person any ownership, interest, or proprietary right in any given MCI code.
- .06 A customer shall not use any service mark or trade mark of MCI or refer to MCI in connection with any product, equipment, promotion or publication of the customer without the approval of MCI.
- .07 In order to control fraud, MCI may refuse to accept LEC Calling Cards which it determines to be invalid. All 911 emergency calls initiated via Institutional Phone Service will be completed by the local exchange company.

SECTION B - RULES AND REGULATIONS (CONT.)

2. LIMITATIONS (CONT)

.08 Calls may not be placed using a Local Exchange Company's calling card whenever there is no obligation on the part of the Local Exchange Company issuing the calling card to invoice such calls on MCI's behalf, and calls may not be placed or received using 1010XXX dialing or collect third party calling conventions, e.g., 1-800-COLLECT, whenever there is no obligation on the part of the serving Local Exchange Carrier to invoice such calls on MCI's behalf or whenever that Carrier fails to provide billing name and address (BNA) information to MCI in connection with such calls.

3. TERMS AND CONDITIONS

.01 Service is provided and billed on the basis of a minimum period of at least one month. Service begins on the date that billing becomes effective and continues to be provided until canceled by the customer in writing on not less than 30 day's notice. 30 days notice is calculated as 30 days from the date of the post mark on the customers letter giving notice of cancellation. If this results in a customer being billed for part of a month, the bill shall be prorated for the number of the days in the month that are part of the 30 day notice requirements compared to the total number of days in that calendar month. This pertains to services that have monthly minimum charges.

.02 Service is offered on a monthly basis, 24 hours per day. It is also offered on a Metered Use basis.

.03 For the purpose of computing charges, a month is considered to have 30 days.

.04 The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.

.05 Customers will only be charged once, on an interstate basis, for any nonrecurring or optional features.

.06 The customer agrees to operate MCI-provided equipment in accordance with instructions of MCI or MCI's agent. Failure to do so will void MCI's liability for interruption of service and may make the customer responsible for damage to equipment pursuant to Section B-3.07 below.

.07 The customer agrees to return to MCI all MCI-provided equipment delivered to the customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, normal wear and tear only are excepted. The customer shall reimburse MCI, upon demand, for any costs incurred by MCI due to the customer's failure to comply with this provision.

SECTION B - RULES AND REGULATIONS (CONT.)4. LIABILITY

.01 Except for granting credit allowances for interruptions of service as provided in Section B-14, MCI shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars; strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof.

.02 MCI's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff and subject to the provisions of B-4.03 to .08 following, MCI's liability, if any, shall be limited as follows:

.021 With respect to any Metered Use Service provided by MCI which involves shared interexchange transmission and shared termination, MCI's liability shall not exceed an amount equal to the proportionate monthly recurring charges -- including any service charges, monthly minimum charges, basic feature package charges, monthly charges for optional feature, and any other monthly charges for the period during which the service was affected, or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a 1-minute call to the called station at the time the affected call was made. If there is a higher initial minute charge for the service, that higher per minute rate shall apply.

SECTION B - RULES AND REGULATIONS (CONT.)4. LIABILITY (CONT.).02 (Cont.)

- .022 With respect to any Metered Use Service provided by MCI which involves shared access, shared interexchange transmission, and shared termination, with per minute usage charges, MCI's liability shall not exceed an amount equal to the proportionate monthly recurring charges -- including any monthly fee for any option associated with the service and any other monthly charges -- for the period during which the service was affected, or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a 1 minute call to the customer's station at the time and over the range, of the affected call, taking account of the form of service and type of termination the customer had selected. Where MCI 800 Service is not made available on the date committed to the customer, or cannot otherwise be made available after MCI's acceptance of the customer's order, or is provided with a number or numbers other than the one(s) committed by MCI to the customer or the number or numbers are included in 800 Service Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of MCI, in such case MCI's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. MCI shall not be liable at all for the use, misuse, or abuse of a customer's 800 service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 number by mistake. Compensation for any injury the customer may suffer due to the fault of others than MCI must be sought from such other parties.
- .023 With respect to any service provided by MCI which involves shared access, shared interexchange transmission, and shared termination, with per minute usage charges, MCI's liability shall not exceed an amount equal to the charge applicable to a 1 minute call to the called station at the time the affected call was made. If there is a higher initial minute rate for the service, then that higher per minute rate shall apply.
- .024 With respect to any service provided by MCI which involves facsimile machines whether provided by MCI, the customer, or any party addressed, and shared interexchange transmission (Facsimile Service), MCI's liability shall not exceed an amount equal to the proportionate monthly recurring charge for the service for the period during which the service was affected. If only a transmission using the shared interexchange facilities is interrupted, then an amount equal to the charge applicable to the transmission of one page of material at the time the transmission was affected and using the class of service chosen by the customer and the terminal types involved in the transmission.

The liability provided for above, shall, in each case, be in addition to any amounts that may otherwise be due the customer as a credit allowance for the interruption of service.

SECTION B - RULES AND REGULATIONS (CONT.)4. LIABILITY (CONT.)

.03 MCI shall be indemnified, defended, and held harmless by the customer or by others authorized to use MCI service against all claims of loss or damage arising from the use of service furnished provided herein, including:

- .031 claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via MCI service;
- .032 patent infringement claims arising from combining or connecting MCI service with apparatus and systems furnished by the customer or others; and
- .033 all other claims arising out of any act or omission of the customer or others, including those relating to Section B-4.07 following, in connection with any service provided by MCI.

.04 MCI shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for the damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with MCI services.

.05 MCI does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and user shall indemnify and hold harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by MCI at such locations.

.06 MCI is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service, or the attachment to service by MCI of instruments, apparatus and associated wiring on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of MCI negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of MCI.

SECTION B - RULES AND REGULATIONS (CONT.)4. LIABILITY (CONT.)

.07 MCI shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing, and maintaining all necessary equipment, materials, and supplies, for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the MCI network. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with MCI service, that the signals emitted into MCI's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in Section B-13 following, and that the signals do not damage MCI equipment, injure its personnel, or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with its channels without the use of protective interface devices, MCI will permit such equipment to be connected with its channels without the use of protective interface equipment. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to MCI equipment, personnel, or the quality of service to other customers, MCI may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, MCI may, upon written notice, terminate the customer's service without liability.

.08 With respect to Metered Use Service Option K (MCI PhoneCash) and Option L (MCI PrePaid), MCI makes no warranty, guarantee, or representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the card.

5. CANCELLATION OF SERVICE BY A CUSTOMER

.01 If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and MCI, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MCI and not fully reimbursed by installation and monthly charges. If, based on an order by a customer, any construction has either begun or been completed, but no services provided, the nonrecoverable cost of such construction shall be borne by the customer.

SECTION B - RULES AND REGULATIONS (CONT.)

5. CANCELLATION OF SERVICE BY A CUSTOMER (CONT.)

.02 Except as otherwise provided, if an order for installation is delayed more than 30 days beyond the due date, and such delay is not requested or caused by the customer, the customer may cancel the order without incurring cancellation charges.

6. USE OF SERVICE

.01 The services offered herein may not be used for the unauthorized provision of Message Telecommunications Service or Wide Area Telecommunications Service equivalents. Service furnished by MCI may be used for one or more of the following:

.011 for the transmission of communications by the customer.

.012 for the transmission of communications to or from an authorized user or joint user.

.013 for the transmission of communications to or from a customer of another common carrier, which has subscribed to MCI's communications services for purposes of resale.

.02 Service furnished by MCI may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the customer, but subject to the following:

.021 One joint user or authorized user must be designated as the customer. The designated customer does not necessarily have to have communications requirements of his own. The customer must specifically name all joint users or authorized users in the Application for Service. Orders which involve the start, rearrangement, or discontinuance of joint use or authorized use service will be accepted by MCI only from that customer and will be subject to all regulations contained herein.

.022 All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user which has been designated as the customer will be billed for all components of the service and will be responsible for all payments to the company. In the event that the designated customer fails to pay the Company each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of MCI's service. Each joint or authorized user must submit to the designated customer a letter accepting contingent liability for its portion of all charges billed by the company to the designated customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated customer. Unless Supportive Services are provided, the customer shall be responsible for allocating charges to each joint user or authorized user.

SECTION B - RULES AND REGULATIONS (Cont.)

6. USE OF SERVICE (Cont.)

- .03 Directory Assistance is available to customers of MCI's Metered Use Service excluding Option C. An undiscountable charge of \$2.49 will be applied to each call for information as to any telephone number in the United States. Up to one request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. In addition to the Directory Assistance charge, the following surcharges apply: surcharges associated with Option B (Credit Card), Option D (MCI Prism Plus) calling card, and Option J (MCI Commercial Dial 1) calling card; and those surcharges associated with operator assisted calls. The Operator dialed surcharge will not apply to Directory Assistance calls made using an MCI Credit Card. In addition, Directory Assistance calls will not count toward, nor be calculated as part of, the Volume Discounts offered under Metered Use Service Options. A credit allowance will be given, or the charge that would otherwise apply will be waived, when (1) the customer experiences poor transmission or is cut-off during the call to Directory Assistance, (2) the customer is given an incorrect telephone number by the Directory Assistance operator, or (3) the customer has inadvertently misdialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the customer must promptly notify his or her Customer Service Representative.
- .031 Directory Assistance Call Completion: Customers of Option A (Dial One/Direct Dial), Option B (Credit Card), Option T (homeMCI One), Option V (MCI One Savings), Option X (MCI One Extra), Option Y (MCI One Advantage), Option AA (MCI Everyday Classic), Option AB (MCI Everyday Plus), Option AC (MCI AnyTime), Option AD (MCI Everyday Savings), Option AE (Basic Calling Plan XX), Option AF (Basic Calling Plan YY), Option AG (Basic Calling Plan ZZ), Option AH (220 Direct Plan), Option AI (321 Direct Plan), Option AJ (T1LD Plan), Option AK (T1LD 7c Plan), Option AL (MCI Simple International Plan), Option AM (Basic Calling Plan A), Option AN (Basic Calling Plan B), Options AO, AP, AQ and AR (Block of Time Plan 4-7), Option AS (NetRate Plan), Option AT (Basic Calling Plan C), Option AU (Basic Calling Plan D), Option AV (Basic Calling Plan E), Option AW (Basic Calling Plan F), Option AX (Basic Calling Plan G), Option AY (Basic Calling Plan H), Option AZ (Basic Calling Plan I), Option BA (Basic Calling Plan J), Option BB (Basic Calling Plan K), Option BC (Basic Calling Plan L), Option BD (Basic Calling Plan M), Option BE (Basic Calling Plan N), Option BF (Basic Calling Plan O), Option BG (Basic Calling Plan P), Option BH (Basic Calling Plan Q) and Option BI thru Option BP (Basic Calling Plan R,S,T,U,V,W,X AND Y); may request that the Directory Assistance operator complete the calls made within the state for one of the numbers provided pursuant to Section B-6.03 above. The customer will be charged an additional undiscountable surcharge of \$0.35 per completed call. The customer will be charged the per-minute rate for switched origination direct dial usage for the MCI service to which the customer is pre-subscribed for completed calls. Call completion is not available to callers who are not pre-subscribed to any MCI service, or for calls to toll free, 500, 700, 900 and 976 numbers.
- .04 Service furnished by MCI may be arranged for use by other common carriers for the purposes of resale subject to the following:
- .041 Other Common Carriers will be responsible for charges, costs, etc. incurred by MCI with respect to Supportive Services as referenced in this tariff.
- .042 Other Common Carriers will be responsible for all interaction and interface with their own subscribers or customers.
- .05 Service furnished by MCI shall not be used:
- .051 For any unlawful purpose.
- .052 For any purpose for which any payment or other compensation is received by the customer, except when the customer is an entity which holds itself out as being a communications common carrier or resale common carrier or entity which resells MCI service as part of an enhanced communications service or an electronic information service. This provision does not prohibit an agreement between the customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

SECTION B - RULES AND REGULATIONS (Cont.)

6. USE OF SERVICE (CONT.)

.06 Payphone Use Charge:

An undiscountable \$0.55 per call charge is applicable to calls that originate from any payphone within the state used to access MCI services as follows. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with MCI service, applies for the use of the instrument used to access MCI service and is unrelated to the MCI service accessed from the payphone. Customers of Metered Use Services will be charged the payphone use charge for each call which is placed from payphones within the state. The payphone use charge does not apply to calls placed from payphones at which the customer pays for service by inserting coins during the progress of the call; calls using Telecommunications Relay Service; calls originated by customers with qualified hearing or speech impairments who are certified.

SECTION B - RULES AND REGULATIONS (Cont.)

6. USE OF SERVICE (CONT.)

- .06 A customer acquiring operator services from MCI which, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for placing telephone calls must:
 - .061 Post on or near the telephone instrument, in plain view of consumers:
 - .0611 the name, address, and toll-free telephone number of the provider of operator services;
 - .0612 a written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the carrier of their choice and may contact their preferred carrier for information on accessing that carrier's service using the telephone; and
 - .0613 the name and address of the enforcement division of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding interstate operator services or the name and address of the enforcement division of the Hawaii Public Utilities Commission, to which the consumer may direct complaints regarding intrastate operator services;
 - .062 ensure that each of its telephones presubscribed to a provider of operator services allows the consumer to use 800 or 950 access code numbers or any carrier identification code (10XXX) to obtain access to the provider of operator services desired by the consumer; and
 - .063 ensure that no charge by such customer to the consumer for using an 800 or 950 access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using the customer's presubscribed provider of operator services.. Payment (on a location-by-location basis) of any compensation to the customer, including commissions, shall be withheld if MCI reasonably believes that the Customer is blocking access to carriers in violation of Section B-6.0162 and shall not be made until such time as the blocking ceases.
 - .064 Pursuant to Section 276 of the Telecommunications Act of 1996, the Federal Communications Commission has prescribed regulations that establish a compensation plan to ensure that all payphone service providers are compensated for completed intrastate calls. MCI reserves the right to adjust its rates or to impose additional charges or surcharges in order to recover amounts it is required to pay to payphone service providers pursuant to Section 276 and the regulations implementing Section 276 and any costs incurred by MCI in connection with such compensation requirement.
- .07 Effective February 23, 2006, Small Business services offered under this tariff that require concurrent enrollment in local exchange service provided under MCImetro Access Transmission Services, LLC. d/b/a Verizon Access Transmission Services will no longer be available to new customers residing in areas in which local exchange service is provided by any affiliate or subsidiary of Verizon not subject to MCImetro Access Transmission Services, LLC. d/b/a Verizon Access Transmission Services. This does not apply to customers of this service who are eligible to subscribe to the Small Business Affinity Savings Plan I. Additionally, Company services, to the extent they have been made unavailable to new and/or existing customers of those services as of that date, may continue to be offered and provided without revision to customers subscribing to those services via an agreement with an agent or other affinity of the Company (including, but not limited to, Quixtar, Inc.; and excluding Fionda, LLC, and Espirit de Corpe, Inc.), who has contracted with the Company to sell Company services to its members.

SECTION B - RULES AND REGULATIONS (Cont.)

7. PAYMENT ARRANGEMENTS

.01 The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. Non-recurring charges are payable when the service(s) for which they are specified have been performed. If an entity other than MCI, e.g., another carrier or supplier, imposes charges on MCI, in addition to its own internal costs, in connection with a service for which an MCI non-recurring charge is specified, those charges will be passed on to the customer. Recurring charges which are fixed in amount and not dependent on usage are billed in advance. Usage charges are billed after each usage cycle.

.03 MCI's bills are payable upon receipt. If MCI becomes concerned at any time about the ability of a customer to pay its bills, MCI may require that customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. MCI may invoice low usage customers every other month unless a customer invoiced in such a manner requests monthly billing.

For residential service customers, a late payment charge of 1.5% may be assessed on payments not received within 30 days from the invoice date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer. The late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

.04 Applicants for service or existing customers whose financial condition is not acceptable to MCI, or is not a matter of general knowledge, may be required at any time to provide MCI a security deposit, in cash or equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to two months actual or estimated usage charges for the service to be provided. Such applicants or customers may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of MCI's charges for its services as MCI may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customers' assets, and similar arrangements.¹ The required deposit or other security may be increased or decreased by MCI as seems appropriate in the light of changing conditions. In addition, MCI shall be entitled to require such payments in cash or the equivalent of cash.

¹When billing and collection for metered use services, is performed on MCI's behalf by a local exchange carrier, the security deposit requirements set forth in the local tariff of the local exchange carrier will apply to the customer's MCI service, in lieu of the provisions contained herein.

SECTION B - RULES AND REGULATIONS (CONT.)7. PAYMENT ARRANGEMENTS (CONT.)

- .05 In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by MCI, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the MCI service is provided. At MCI's option, such deposit may be refunded to the customer's account at any time.
- .06 If a customer does not give MCI written notice of dispute with respect to MCI's charges within 2 years from the date of the invoice, such invoice shall be deemed to be correct and binding upon the customer.
- .07 In the event the Company incurs fees or expenses, including attorney's fees, in collecting any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- .08 If a customer whose account has been closed has a credit balance showing, MCI will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If MCI is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, MCI will begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the customer requests a refund or the balance is exhausted.
- .09 In the event payment is made by check and the customer's check is not honored by the institution on which it was drawn, MCI will impose, and the customer will be required to pay, a \$10 fee, in addition to other remedies available to MCI under the Tariff.

SECTION B - RULES AND REGULATIONS (CONT.)7. PAYMENT ARRANGEMENTS (CONT.)

- .10 A surcharge is imposed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on MCI's operations in any such state, or a tax on interstate access charges incurred by MCI for originating access to telephone exchanges in that state.¹ This surcharge is based on the particular states receipts tax and other state taxes imposed directly or indirectly upon MCI by virtue of and measured by the gross receipts or revenues in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the customer's invoice.
- .11 All charges for services are exclusive of applicable federal, state, and local taxes, and tax related surcharges.

8. CHANGE IN SERVICE ARRANGEMENT

When a change in service arrangement involves the continued use by the customer of channels furnished by MCI, installation charges do not apply to the channels continued in use. The minimum service period for the channels continued in use is determined from the date of the initial acceptance thereof.

9. RESTORATION OF SERVICE

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

10. INSPECTION

MCI may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements contained herein are being complied with in the installation, operation or maintenance of the customer or MCI equipment. Without incurring any penalty, MCI may interrupt the service at any time because of departure from any of these requirements.

¹Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, MCI may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, MCI, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the funds collected, credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by MCI or if they were delivered over to the taxing jurisdiction and returned to MCI, or negotiate an arrangement with the taxing jurisdiction that benefits customers in the jurisdiction in the future.

SECTION B - RULES AND REGULATIONS (CONT.)11. CANCELLATION FOR CAUSE BY MCI

- .01 MCI may discontinue the furnishing of service(s) to a customer, without incurring any liability:
 - .011 Immediately and without notice if MCI deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, MCI may discontinue service pursuant to this sub-section B-11.011 if:
 - .0111 the customer refuses to furnish information to MCI regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);
 - .0112 the customer provides false information to MCI regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of MCI service(s);
 - .0113 the customer states that it will not comply with a request of MCI for security for the payment for service(s) in accordance with Section B-7.04;
 - .0114 The customer has been given written notice by MCI of any past due amount, which remains unpaid in whole or in part, for any of MCI's other common carrier communications services to which the customer either subscribes or had subscribed or used; or
 - .0115 The customer either (1) accesses MCI service by dialing 10222, or any other MCI carrier identification code, or (2) having presubscribed to MCI's Dial "1" Long Distance Service (Option A), has had its account(s) canceled and has been removed from MCI's billing system and is being billed for its subsequent use of MCI's service(s) or (3) indicates to MCI or its billing entity that it will not pay for MCI service(s) used by it; or
 - .0116 A subscriber to Metered Use Service Option A (Dial One/Direct Dial) who accesses the service by use of an authorization code has not used the service, with the exception of calls to Directory Assistance, for 90 days. In such case, MCI will deactivate his or her code to reduce the danger of abusive use. If he or she wishes to renew usage of the service, e.g. upon returning to a vacation home, MCI will promptly supply a new code. This provision does not apply to customers of MCI Dial "1" Long Distance Service in central offices where equal exchange access is available; or

SECTION B - RULES AND REGULATIONS (CONT.)11. CANCELLATION FOR CAUSE BY MCI (CONT.).01 (Cont.).011 (Cont.)

- .0117 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- .0118 The customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, other charges for the service stated in this tariff.
 - .01181 Using or attempting to use the service by rearranging, tampering with, or making connections to MCI's service not authorized by this tariff; or
 - .01182 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - .01183 Any other fraudulent means or devices;

.012 Immediately upon written notice to the customer of any sum thirty days (30) past due; or

.013 Immediately upon written notice to the customer, after failure of the customer to comply with a request by MCI for security for the payment of service in accordance with Section B-7.04; or

.014 Thirty (30) days after sending the customer written notice of noncompliance with any other provision of this tariff if the noncompliance is not corrected within thirty (30) day period.

The discontinuance of service(s) by MCI pursuant to this Section does not relieve the customer of any obligation to pay MCI for charges due and owing for service(s) furnished up to the time of discontinuance.

12. TESTING AND ADJUSTING

Upon reasonable notice, the channels provided by MCI shall be made available to MCI for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

SECTION B - RULES AND REGULATIONS (CONT.)13. TERMINAL EQUIPMENT

- .01 Terminal equipment, such as teleprinters, handsets or data sets at the premises of the customer and connecting local channels between such premises and the MCI terminals, shall be furnished by and maintained at the expense of the customer, except as otherwise provided.
- .02 The characteristics of equipment at either end of the channel shall be such that its connection to the channel complies with the minimum protection criteria set forth below, and does not interfere with services furnished to other customers. Additional protective equipment, where required, shall be at the customer's expense.
- .03 When services using Bell voice grade facilities are terminated in customer-provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the minimum protective criteria set forth below:
 - .031 When the facilities furnished under this tariff are used in common with Bell System services, it is necessary in order to prevent excessive noise and crosstalk that the power of the signal applied to Bell lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by MCI for each application, to be consistent with the signal power allowed on the telecommunications network.

SECTION B - RULES AND REGULATIONS (CONT.)13. TERMINAL EQUIPMENT

.03 (Cont.)

.032 To protect the telecommunications services from interference at frequencies which are about the band of service provided, MCI will specify the acceptable signal power in the following bands to be applied by the customer-provided equipment or communications system at the point of termination to insure that the input to Bell facilities does not exceed the limits indicated:

- 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 in Section 13.031 preceding.
- the power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
- the power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
- the power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.
- the power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.

.033 Where there is connection via customer-provided terminal equipment or communications system to a Message Telecommunications Service or a WATS service to prevent the interruption or disconnection of all call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the interface at no time has energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

SECTION B - RULES AND REGULATIONS (CONT.)13. TERMINAL EQUIPMENT (CONT.)

.03 (Cont.)

.034 Where such customer-provided equipment or communications system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in B-13.0341 through B-13.0344 following:

- .0341 The maximum rms (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.35 ampere.
- .0342 The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
- .0343 The conductor voltage shall be such that the conductor to ground voltage limit in B-13.0342 preceding is not exceeded. If the signal source is not grounded, the voltage limit in B-13.0342 preceding applies to the conductor to conductor voltage.
- .0344 The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

<u>for frequencies between</u>	<u>weighting factor</u>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

- .04 The customer is responsible for all costs, which may include the expenses of customer personnel, electrical power, etc. at his premises in the provision of the service described herein.

SECTION B - RULES AND REGULATIONS (CONT.)14. ALLOWANCE FOR INTERRUPTIONS

Except as provided for in Sections B-6.3 and C-2 in this tariff which pertain to Directory Assistance and except as provided in Section B-14.014 below, the following credit allowances for interruptions of MCI services will be made:

- .01 For all of MCI's services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in MCI's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which can be remedied by redialing the call (Dial "1", Credit Card, MCI 800 Service, VNET Service, Prism Plus, Payphone, Institutional Phone, and LEC Calling Card Services):
 - .011 A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in MCI's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify their Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to MCI, or (2) interruptions that are due to the failure of power, equipment, systems, or services not provided by MCI. If the customer elects to use another means of communications after one of the above interruptions, or during a period when they are unable to place a call over MCI, the customer must pay the charges for the alternative service used.
 - .012 Where a call has been disconnected, the customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given a credit allowance up to an amount equivalent to the charge to the charge for the initial minute of the call to the wrong number if they report the situation promptly to a Customer Service Representative.
 - .013 When service is interrupted for a period of less than two hours, no credit allowance will be given.

SECTION B - RULES AND REGULATIONS (CONT.)14. ALLOWANCE FOR INTERRUPTIONS (CONT.)

.01 (Cont.)

.014 No credit allowances will be made for:

.0141 Interruptions caused by the negligence of the customer or others authorized by the customer to use the customer's service.

.0142 Interruptions due to the failure of power, equipment, systems, or services not provided by MCI.

.0143 Interruptions during any period during which MCI or its agents are not afforded access to the premises where access lines associated with the customer's services are terminated.

.0144 Interruptions during any period when the customer or user has released the service to MCI for maintenance or rearrangement purposes, or for the implementation of a customer order.

.0145 Interruptions during periods when the customer elects not to release the service for testing or repair and continues to use it on an impaired basis.

.0146 Non-completion of calls due to network busy conditions.

.0147 Interruptions not reported to MCI.

.015 An interruption period begins when the customer reports to MCI that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired but not interrupted.

.016 If the customer elects to use another means of communication during the period of interruption, the customer must pay the charges for the alternative service used.

.017 The provisions of B-14.013 to .016 above will also apply to credit allowances for interruption of MCI's CCSA Service and Facsimile Service. In addition, if a facsimile transmission is interrupted due to deficiencies in MCI's interexchange facilities, a credit allowance will be given in an amount equal to the charge applicable to the transmission of one page of material at the time the transmission was affected, using the class of service chosen by the customer and the terminal types involved in the transmission.

SECTION B - RULES AND REGULATIONS (Cont.)

14. ALLOWANCE FOR INTERRUPTIONS (Cont.)

- .02 MCI will at the customer's request and expense, attempt to make arrangements for redundancy on the customer's service.
- .03 As used in Section B-14 herein, the term "service" means the circuits or equipment provided by MCI, and/or a participating carrier.

15. INTERCONNECTION WITH OTHER CARRIERS

- .01 Service furnished by MCI may be connected with services or facilities of another participating carrier. Such interconnection may be made at an MCI Terminal or entrance site, at a terminal of another participating carrier, or at the premises of a customer, joint user, or authorized user. Service furnished by MCI is not part of a joint undertaking with such other carriers.
- .02 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of MCI and other participating carriers shall be provided at the customer's expense. Upon customer request and acting as his authorized agent, MCI will attempt to make the necessary arrangements for such interconnection.
- .03 Service furnished by MCI may be connected with the facilities or services of other participating carriers under the terms and conditions of the other participating carriers' tariffs applicable to such connections.

16. RESERVED FOR FUTURE USE

SECTION B - RULES AND REGULATIONS (Cont.)

17. RESERVED FOR FUTURE USE

18. TAX ADJUSTMENTS

When any municipality, other political subdivision, or other local governmental entity imposes upon and collects from MCI a gross receipts tax, sales tax, occupation tax, license tax, permit fee, or franchise fee, such taxes and fees shall, in so far as practicable, be billed prorated to the MCI customers receiving service within the territorial limits of such municipality, other political subdivision, or other local government entity.

SECTION B - RULES AND REGULATIONS (Cont.)

19. RESERVED FOR FUTURE USE

SECTION B - RULES AND REGULATIONS (Cont.)

20. Hawaii Telecommunications Relay Services Surcharge

Pursuant to Hawaii Public Utilities Commission Decision and Order issued on June 9, 2009, in Docket No. 2009-0095, this surcharge is applicable to intrastate billings for services rendered on and after July 1, 2009, and ending on June 30, 2010. The applicable surcharge is 0.12%.

.21 [Reserved For Future Use]

SECTION B - RULES AND REGULATIONS (CONT.)

1. GENERAL DESCRIPTION OF INTRASTATE TELECOMMUNICATIONS SERVICES

- .01 Intrastate Telecommunications Service is offered to subscribers on a full-time monthly basis, or on a Metered Use Basis.
- .02 All services shall remain in effect for a minimum of thirty (30) days.
- .03 MCI offers its services subject to the availability of the necessary facilities and/or equipment. MCI reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available (see Section B-2).
- .04 All Metered Use Services in this tariff are offered as an add-on to MCI's FCC Tariff No. 1.