GRANDFATHERED ACCESS SERVICES

12.1 GENERAL

The services in this section are grandfathered and no longer available to new customers. They are only provided to existing customers of record who subscribe to the services as of the effective date of grandfathering. Except as otherwise indicated, existing installations may be continued at the same premises of the same customer at the rates specified herein. The terms and conditions contained herein apply.

12.2 BILLING AND COLLECTION SERVICES

The Company will provide the following services:

(1) Recording Service,
(2) Billing Service,
(3) Billing Analysis Service, and
(4) Billing Information Service

12.2.1 RECORDING SERVICE

The Company will provide Recording Service in association with the offering of Feature Group D Switched Access Service for customer messages that can be recorded by Company-provided automatic message accounting equipment. In addition, where the Company provides operator service and records the customer messages by a manual process, the Company will provide Recording Service for the manual tickets and at offices where the Company provides Feature Group A Switched Access Service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the Company will provide Recording Service for Feature Group A Switched Access Service. (D)

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A or D Switched Access Service. A state operating territory of a particular Company includes all its LATAs which are located in the same state including the areas in contiguous states, which are assigned to such LATAs and served by the same Company.

For Feature Group D Switched Access Service, the term "customer message" used herein denotes a completed interstate call originated by a customer's end user. A customer message begins when answer supervision from the premises of the ordering customer is received by Company recording equipment indicating that the called party has answered. A customer message ends when disconnect supervision is received by Company recording equipment from either the premises of the ordering customer or the customer's end user premises from which the call originated.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)

For Feature Group A Switched Access Service, the term "customer message" used herein denotes a completed call over an interstate 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 premises of the ordering customer is received by Company recording equipment. A customer message begins in the terminating direction when answer supervision is received by Company recording equipment indicating the called party has answered. A customer message ends in the originating direction when disconnect supervision is received by Company recording equipment from the premises of the ordering customer. A customer message ends in the terminating direction when disconnect supervision is received by Company recording equipment from either the premises of the ordering customer or the called party.

(A) General Description

Recording Service is the recording of the details of a customer message and, when requested by the customer, the provision of those details to the customer. Recording Service includes recording, assembly and editing, and provision of recorded customer message detail.

Recording is the entering on electronic media 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 details to create individual messages and the verification that the data required for rating, in accordance with the standard format established by the Company, is present. Assembly and editing is performed at least once a week.

Provision of the customer message recorded detail is the provision of electronic media containing the assembled and edited customer message detail, 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 Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)

(B) Undertaking of the Company

(1) The Company will record all customer messages carried over Feature Group D Switched Access Service that are available to Company provided recording equipment or operators. The Company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over Feature Group A Switched Access Service. Unavailable customer messages (i.e., certain TSPS messages which are not accessible by Company provided recording equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Company. Assembly and editing will be performed on all customer messages recorded during the billing period established by the Company. Except as set forth in 12.2.1(B) and 12.2.1(C) following, recorded message detail from previous billing periods will not be recovered and made available to the customer. (D) (D)

(2) A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved customers two months prior to the change.

(3) The recorded customer message detail provided to the customer will, when requested by the customer, be sorted to furnish detail to meet the customer's need.

Also name and address information will, when requested by the customer to the extent the required addresses are available in the Company customer information data bases, be provided for the recorded customer message detail.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)
(B) Undertaking of the Company (Cont'd)
(3) (Cont'd)

The sorting will be provided in accordance with the specifications the customer provides when it orders recorded customer message detail with sorting. If the information necessary to sort the recorded message detail as requested by the customer is not available in the recorded message detail (i.e., a sort based on any other information other than calling number or called number), the Company will provide the sorting if (1) the information necessary to perform the sort is contained in its customer information data bases or the Wire Center Information as set forth in Section 11 of this Product Guide, or (2) the customer provides the necessary information. If the sorting is to be performed using information which is confidential due to legal, national security, end user or regulatory imposed requirements, the information will not be used unless the customer secures written permission from the end user for the Company to use such information as requested by the customer.

The name and address information will be provided with the recorded customer message detail and included on electronic media. The address information will be provided in a format in accordance with the specifications the customer provides when it orders recorded customer message detail. The address information will be obtained by the Company from its customer information data bases. The address information will be provided for the calling number shown in the recorded customer message detail to the extent an address exists in the Company customer information data bases (e.g., some calling number addresses may be confidential). If the address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the address information will not be used unless the customer secures written permission from the end user for the Company to use the information as requested by the customer.

When sorting of recorded customer message detail and/or recorded unsorted name and address information is provided to the customer, the interval and the per-record processed charge to provide the sorting and/or name and address information will be determined on an Individual Case Basis. In addition, any Program Development charges, as set forth in 12.2.1(G)following, apply for the hours required to design, develop, test and maintain the necessary programs.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)
(B) Undertaking of the Company (Cont'd)

(4) Recorded customer message detail with or without sorting and addresses will be provided to a customer as set forth in following.

(5) At the request of a customer, electronic files containing the recorded customer message details with or without sorting and name and addresses will be provided to the customer as part of Recording Service. When the recorded customer message details are data-transmitted to a customer premises, the data transmission charges will be determined on an Individual Case Basis. When the customer does not wish to receive the recorded customer message details, except when sorting and address information is provided and the Company receives notice from the customer at least two weeks prior to the date the details would be sent to the customer, the charge as set forth in 12.2.1(G)following does not apply. When sorting and address information is provided and the customer does not wish to receive the customer recorded message details, the terms and conditions are as set forth in the Individual Case Basis Agreement.

(6) Recorded customer message detail which is used at the request of the customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail is retained for reference (i.e., on paper) in place of the recorded customer message detail. For recorded customer message detail not used by Message Processing Service at the customer's request, the 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. The charges as set forth in 12.2.1(G)following will apply for all such detail provided. When the recorded customer message details are data-transmitted to a customer premises, the data transmission charges will be determined on an Individual Case Basis. Such a request must be made within 30 days from the date the details were initially made available to the customer.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)

(C) Liability of the Company

Notwithstanding 2.1.3 preceding, the Company's liability for Recording Service is as follows:

(1) If customer message detail is not available because the Company incurred recording system outages, the 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 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.

(2) When the Company is notified that, due to error or omission, incomplete data have been provided to a customer the Company will make every reasonable effort to locate and/or recover the data and provide it 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 Company's liability for damages shall be limited as set forth in (1) preceding.

(3) In the absence of gross negligence or willful misconduct, no liability for damages to the customer of other person, entity other than that as set forth in (1) and (2) preceding shall attach to the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)

(D) Obligations of the Customer

(1) The customer shall order Recording Service under a Special Order for each state where the service is desired.

The customer shall order Recording Service at least one month prior to the date when the customer message detail is to be recorded.

(2) The customer shall order provision of recorded customer message detail without sorting and name and address information at least one month prior to the date when it wishes to receive the recorded message detail. However, the customer may wish to receive electronic media of the recorded customer message detail without sorting and name and address information or have the recorded detail data-transmitted to a customer premises at some times and not at others. Therefore, a change in the provision of recorded customer message details without sorting and name and address information to the customer will be accommodated provided the customer gives two weeks advance written notification to the Company.

For recorded customer message detail with sorting and/or name and address information, the customer shall order the detail in accordance with the terms and conditions of the Individual Case Basis established and filed in this Product Guide to cover the provision of recorded customer message detail with sorting and/or name and address information.

(3) The premises of the ordering customer shall provide such signals as may be required for the proper operation of the Company's automatic message accounting equipment used to perform the detail recordings.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)

(E) Payment Arrangements and Audit Provision

(1) Audit Provision

Upon reasonable written notice by the customer to the 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 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.

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.

(2) Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting and/or name and address information is provided and for which charges apply is one month for each state in which the service is ordered.

The minimum charges for each month are the charges for all customer messages recorded and for all customer messages assembled and edited for a 30 day period, except when Message Processing Service is ordered for the same 30 day period. The Company will use the most recent 30 day period for which data is available to determine the minimum charge.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)
(E) Payment Arrangements and Audit Provision (Cont'd)
(2) Minimum Period and Minimum Monthly Charge (Cont'd)

If the customer has ordered Provision of Message Detail, and the service is discontinued prior to entering the customer message detail on a data file, but without the required 2 weeks' notice, the minimum charge for all customer messages recorded, assembled and edited and when appropriate, sorted or unsorted with or without address information, for the most recent 30 day period applies.

(3) Cancellation of A Special Order

A customer may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer that the special order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

The service date for Recording Service is the date the customer requests the recording to start.

The order date is the date the customer order is accepted by the Company.

When a customer cancels a Special Order for Recording Service after the order date, but prior to the service date, an order cancellation charge will apply. The charge as set forth in 12.2.1(G) following will apply for all such cancellations.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)
(E) Payment Arrangements and Audit Provision (Cont'd)

(4) Changes To Special Orders

When a customer request material changes to a pending Special Order for Recording Service, the pending Special Order will be canceled and the requested changes will be undertaken if they can be accommodated by the Company under a new Special Order. Material changes to a pending Special Order for Recording Service include changes in the location and/or number of 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 Service output at the Company location instead of through U.S. Mail. All cancellation charges as set forth in (3) preceding will apply for the canceled Special Order.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)

(F) Rate Terms and Conditions

(1) For each customer message recorded, the recording and the assembling and editing charges apply except when the customer orders Message Processing Service. When Message Processing Service as set forth in 12.2.2(A) following is ordered for the same state and month that Recording Service is ordered, the assembling and editing charge does not apply per customer message.

The charges for recording and for assembly and editing apply per message recorded and per message assembled and edited whether or not the customer's schedule of rates specifies billing on a per message basis or any other basis.

The per Special Order charge set forth in 12.2.1(G) following applies for each Special Order accepted by the Company to establish or change Recording Service.

(2) When message detail with or without sorting and/or name and address information is entered on a data file for provision of message detail to a customer, the per-data file charge applies for each data file, and the per record charge applies for each record processed. A record is a logical grouping of information as described in the programs that process the information and load the data file. The Company will determine the charges based on the number of data files 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 data file, whichever number of records is higher.

(3) The basic per-hour rate and the premium per-hour rate for program development are for the use of one hour of one Company programmer's time.

(4) The Company will keep a count of the hours and fraction thereof used by all other Company personnel to provide program development and implementation support data and will bill the customer in accordance with these records on an Individual Case Basis. 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 charge.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)

(G) Rates and Charges

The rates:

		USOC	Rates
(1)	Recording, - per customer message	BARRX	$ .0047
(2)	Assembling and editing, - per customer message*	BARAX	.0014
(3)	Provision of customer message detail, - unsorted without name and address information, per record processed	BBLR2	.007
	- sorted output with name and address information, per record processed	BFT++	ICB rates and charges apply
	- sorted output with name and address information, per record processed	BFQ++	ICB rates and charges apply
	- sorted output with name and address information, per record processed	BFS++	ICB rates and charges apply
	- per tape or data file	BBLT2	20.00
(4)	Data transmission to a customer location, - per record transmitted	DT3++	ICB rates and charges apply
(5)	Recording Service Special Order Charge - per Special Order		20.00
(6)	Recording Service Order Cancellation Charge - per Special Order canceled		20.00

* Not applicable when Message Processing Service, as set forth in 12.2.2(A) following, is provided to the customer except as set forth in 12.2.2(A)(1)(a) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.1 RECORDING SERVICE (Cont'd)
(G) Rates and Charges (Cont'd)

	USOC	FID	Rates
(7) Program Development,			
- Basic, per hour, Programmer (applicable to work performed within the Company 's normal work schedule and using the normal work force)	PRDRN	AHM N	$55.00
- Premium, per hour, Programmer (applicable to work performed outside the Company 's normal work schedule and/or which requires additions to the work force)	PRDRP	AHM P	70.00
- Per hour charge, all other Company personnel	BAT++		ICB rates and charges apply

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)

12.2.2 BILLING SERVICE

At the request of a customer the Company with reasonable notice and reasonable effort will provide Billing Service.

The Company will provide Billing Service in its operating territory. The minimum territory for which the Company will provide Billing Service is its state operating territory when the Company supplies the input records at the customer's request. When the customer supplies the input records, the Company will process the input records supplied by the customer as set forth in 12.2.2(A) and 12.2.(B) following.

The Company will provide three types of Billing Service: (1) Message Billing Service as set forth in 12.2.2(A), and (2) Private Line Billing Service as set forth in 12.2.2(B) following.

The Company may, at its discretion, purchase the accounts receivable, if any, from the customer or act as agent or in some other capacity for the customer for billing and collection of amounts due the customer from the customer's end users. In such cases, the Company will settle with the customer as set forth in Paragraph 12.2.2(C) following.

The Company will not render bills under this Product Guide for customer service deposits or the provision and/or delivery of telegrams, flowers, gifts, wine or other like services that a customer offers.

The Company may issue bills to the customer's end users which contain billing information for the Company, the customer and others. When the customer's end user pays less than the full amount due on the bill, the Company may, at its option, apply the payment first to the Company charges on the bill. The Company will apply the remainder of the payment, if any, to the customer's charges on the bill in the same proportion as the amount due to the customer represents to the total amount due the customer and others.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)

(A) Message Billing Service

Message Billing Service consists of Message Processing Service and Bill Processing Service. A customer may order Message Processing Service or Bill Processing Service or both services.

(1) General Description

(a) Message Processing Service

Message Processing Service is the transforming of the recorded customer call details into rated messages in preparation for billing. Message Processing Service includes initial data entry and rating of messages.

Initial data entry is the assembly of recorded customer call details into customer messages. This function includes editing and verification of recorded details to assure that the data required for rating are present.

Rating of customer messages is the computing of applicable charges for each customer message based on the customer provided schedule of rates. Rating also includes the preparation of customer message detail for input to Bill Processing Service, the customer or other entities.

Further, rating is always performed and editing may be performed coincident with the implementation of a change in the customer's schedule of rates.

(b) Bill Processing Service

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, receiving payments, maintenance of accounts, treatment of accounts, message investigation and inquiry (when ordered by the customer).

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(1) General Description(Cont'd)
(b) Bill Processing Service (Cont'd)

Bulk-billed service is a billing service for an end user account with a WATS Access Line or WATS-type service where individual customer messages are not posted to the account and are not listed on the bill rendered to the end user.

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. Message-billed service is also a billing service for a customer credit card end user account without an end user common line or WATS Special Access Line or WATS-type service access line where individual messages or groups of messages are posted to the account and listed on the bill rendered to the end user.

Account establishment is the preparation of a customer's end user record so that a bill can be sent to that end user.

Posting of rated messages is the processing for billing of rated messages. Posting also is the examination and identification of all the rateable elements specified by the customer to be billed to an end user. Application of appropriate customer rates and charges to all such rate elements is also included when requested by the customer. The rating may be performed by the Company, another entity or the customer. Editing and rating of rate elements is performed when customer services are established or changed. Rating is always performed and editing may be performed coincident with the implementation of a change in the customer's schedule of rates.

Rendering of bills is the preparation and mailing of statements of the amounts due from the end user for customer message-billed and bulk-billed services. These statements may, at Company choice, be included as part of the regular monthly bill for local Telephone Exchange Service mailed to the end user.

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.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(1) General Description(Cont'd)
(b) Bill Processing Service (Cont'd)

Treatment of accounts is the forwarding of notices of delinquent or unpaid end user accounts and posting of credits and adjustments.

Message investigation is that activity undertaken by the Company to secure, or attempt to secure proper billing information for customer messages.

Inquiry is the answering of end user questions about charges billed for customer services and application of credits and adjustments to end user accounts and review of customer messages removed from an end user's bill.

(2) Undertaking of the Company

(a) Message Processing Service

1. When Message Processing is ordered by a customer, the Company will process all of the customer messages it possesses in a state as set forth in 2. through 12. following at rates and charges set forth in (7) following.

2. The Company will provide Message Processing Service only for customer messages originating or recorded within the operating territory of the Company. The customer messages which the Company will process may be customer messages from Recording Service as set forth in 12.2.1 preceding or, at the direction of the customer, other customer messages which are chargeable in accordance with the rate schedule furnished by the customer.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(a) Message Processing Service (Cont'd)

3. A record of customer call details is required to provide Message Processing Service. Where a customer subscribes to Recording Service as set forth in 12.2.1 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 Company and delivered to the location specified by the Company. The charge as set forth in (7)(l) following will apply if the customer data-transmits its call details to the Company . If the customer provided records must be converted by the Company to the standard format, and the Company agrees to make the conversion, program development charges as set forth in (7)(c) following apply for the hours required to design, develop, test and maintain the necessary programs. The assembling and editing charge, as set forth in 12.2.1.(G)(2) preceding, applies in addition to all other charges for all such details converted by the Company. The Company will provide to the customer the precise details of the required standard format. If, in the course of Company business, it is necessary to change the standard format, the Company will provide notification to the involved customers two months prior to the change. If the customer does not make the change in the standard format and it is necessary for the Company to convert the customer provided records to standard format, and the Company agrees to make the conversion, Program Development charges as set forth in (7)(c) following apply for the hours required to design, develop, test and maintain the necessary programs. The assembling and editing charge, as set forth in 12.2.1.(G)(2) preceding, applies in addition to all other charges for all such details converted by the Company. If the customer requests the customer provided call details be reprocessed by the Company because of a customer error, the Company will reprocess the customer provided call details and the appropriate charges as set forth in (7) following will apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(a) Message Processing Service (Cont'd)

4. The Company will develop the customer's schedule of rates into a rating program. Program Development charges, as set forth in (7)(c) following, apply for the hours required to design, develop, test and maintain the necessary programs.

5. Upon acceptance by the Company of a Special Order for Message Processing Service from a customer, the Company will determine 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 (7)(c) 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 Message Processing charges as set forth in (7)(a) and (7)(b) following 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 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 (7)(c) 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 structure changes, the appropriate message processing charges as set forth in (7)(a) and (7)(b) following apply for all customer messages reprocessed.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(a) Message Processing Service (Cont'd)

8. Where the Company has rated customer messages which are to be billed to an end user by another Exchange Telephone Company, the 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 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 (7)(d) following apply to rated messages that are data-transmitted to the other Exchange Telephone Companies. The charges as set forth in (7)(e) following apply to rated customer messages that are delivered to the customer. When the customer details are data-transmitted to the location, designated by the customer, the data transmission charges will be determined on an Individual Case Basis. Program development charges as set forth in (7)(c) following apply for the hours required to design, develop, test and maintain the necessary programs.

9. Where the rates for customer services have been implemented under an accounting order pending final approval from a regulatory agency, the 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.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(a) Message Processing Service (Cont'd)

10. The Company will, upon request, provide the customer the rated message detail.

    The rated message detail will be provided on a request by request basis in a format similar to that used by the Company as input to Bill Processing Service. All rated message detail available to the Company will be provided to the customer. The rated message detail will not be sorted to furnish detail by specific end users, groups of end users, by office or by location.

    The Company will provide the customer detail on electronic format.

    When the information is data-transmitted to a location designated by the customer, the data transmission charges will be determined on an Individual Case Basis.

11. If the customer makes a request within 30 days of the date the customer details were initially made available to the customer, the Company will make every reasonable effort to recover the customer detail and make it available again to the customer. The charges as set forth in (7)(e) will apply for all such customer detail provided. When the customer details are data-transmitted to a location designated by the customer, the data transmission charges will be determined on an Individual Case Basis.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(a) Message Processing Service (Cont'd)

Customer messages which the Company processes that cannot be rated in accordance with the customer rate schedule will be reviewed by 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 Company and the customer. At the request of the customer, the unrated customer messages will be reviewed for unauthorized use of the customer service by Company message investigation groups for a period of up to 90 days after the customer message was processed. The appropriate charges, as set forth in (7)(e) following or (7)(g) and (7)(h) following, will apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(b) Undertaking of the Company

1. When Bill Processing Service is ordered by a customer, the 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 for a state as set forth in 2. through 15. following at rates and charges as set forth in (7) following. The Company will not establish an end user account with any customer balance due.

   In addition, the Company will determine, in accordance with Company deposit terms of service, if a deposit is required from the end user for the customer service. The Company may collect the service deposit when an end user account is established or for established accounts when the first message is posted to the end user account.

   The Company will collect the deposit and will maintain a deposit balance for each end user account. Deposits will not be maintained by individual customer accounts but will be maintained for the end user account in general. The Company will provide the customer a copy of its deposit terms of service upon request from the customer.

2. The Company will provide Bill Processing Service for message-billed service, bulk-billed service and related rate elements which are posted to end user accounts located within the operating territory of the Company only. The Company will separate the rated customer messages into a message-billed group and a bulk-billed group for application of rates as set forth in (7) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company Cont'd)
(b) Bill Processing Service (Cont'd)

3. At the request of the customer, the Company will prepare and distribute customer credit cards by first class U.S. Mail service. The Company will assign the credit card number and will mark its records and files to show that an end user has been issued a customer credit card. The Company will specify the information it requires to issue a credit card and the format to be used by the customer in furnishing such information.

The charges as set forth in (7)(m) following apply. Plastic coated paper cards will be distributed unless the customer requests another type of card be provided. Charges to prepare and distribute such other cards will be developed on an Individual Case Basis. When it becomes necessary as determined by the Company, to change the credit card number or discontinue the billing of credit card calls to an end user account because of nonpayment of charges or unauthorized use of Company and customer service offerings, the Company will notify the customer. The Company will provide the customer the credit card number, associated end user account name and billing address for the credit card number change or billing discontinued. All charges for calls associated with such a discontinued credit card after the customer has been notified will become the responsibility of the customer. Questions concerning the issuing of customer credit cards will not be handled by the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(b) Bill Processing Service (Cont'd)

4. Rated customer messages are required to provide Bill Processing Service. If the customer subscribes to Message Processing Service as set forth in (a) preceding, the rated customer messages may be used as the input. If the customer provides the rated customer messages, those customer messages must be in the standard format established by the Company.

Such customer provided rated message data must identify the end user account to be billed. If the customer provided rated messages must be converted by the Company to the standard format and the Company agrees to make the conversion, program development charges as set forth in (7)(c) following apply for the hours required to design, develop, test and maintain the necessary programs.

The assembling and editing charge, as set forth in 12.2.1.(G)(2) preceding, applies in addition to all other charges for all such rated customer messages converted by the Company. The Company will provide to the customer the precise details of the required format. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved customers two months prior to the change. If the customer does not make the change in the standard format and it is necessary for the Company to convert the customer provided rated message to standard format, and the Company agrees to make the conversion, program development charges as set forth in (7)(c) following apply for the hours required to design, develop, test and maintain the necessary programs. The assembling and editing charge, as set forth in 12.2.1.(G)(2) preceding, applies in addition to all other charges for all such rated customer messages converted by the Company. If the customer requests the customer provided rated messages be reprocessed by the Company because of a customer error, the Company will reprocess the customer provided rated customer messages and the appropriate charges as set forth in (7) following will apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(b) Bill Processing Service (Cont'd)

5. For end user accounts in its operating territory where the customer has ordered Bill Processing Service, the Company will bill all rated customer messages provided by the customer. The bill format will be determined by the Company.

6. Upon acceptance by the Company of a Special Order for Bill Processing Service from a customer, the Company will determine the conditions and the period of time to implement such service on an Individual Order Basis. Program development charges, as set forth in (7)(c) following, apply for the hours required to design, develop, test and maintain the necessary programs including any programs to rate, change the rates of or change the rate structure of any rate elements associated with the customer services.

7. The Company will provide Bill Processing Service and may at its discretion purchase the accounts receivable from the customer as set forth in 12.2.2(C) following.

8. The Company will not provide any information related to Bill Processing Service accounts under this section of the Product Guide. Bill Processing Services information may be obtained as set forth in 12.2.2.(D) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company Cont'd)
(b) Bill Processing Service (Cont'd)

9. The Company will, at the option of the customer, provide message-billed Bill Processing Service with or without inquiry, and bulk-billed Bill Processing Service with or without inquiry. When the Company provides inquiry, the Company will be responsible for contacts and arrangements with the customer end users concerning the billing, collecting, crediting and adjusting of the customer service charges, except prior customer balances due from end users, in accordance with written instructions furnished by the customer to the Company, and which are agreeable to the Company . At the request of the customer when the customer has ordered inquiry, the billed customer messages which are removed from an end user's bill in accordance with customer inquiry instructions will be reviewed for unauthorized use of customer service by Company message investigation groups for a period of up to 90 days after the billed customer message has been removed from an end user's bill in accordance with customer inquiry instructions, the Company will make appropriate adjustments to the customer's accounts receivable settlement when appropriate. When the Company provides Bill Processing Service without inquiry, all contacts from customer end users concerning the customer billed amounts will be referred to the customer, and the Company will only be responsible for contacts with customer's end users concerning the collection of customer service deposits and charges, except prior customer balances due from end users. Inquiry will only be provided when the customer has ordered Bill Processing Service for the same state operating area.

10. The Company will accept customer gift certificates for payment from end users if the customer agrees in writing to redeem all such gift certificates. The format of the gift certificate must be acceptable to the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(b) Bill Processing Service (Cont'd)

11. Rated customer messages input to Bill Processing Service which the Company cannot bill for any reason will be reviewed by the Company's message investigation groups. Upon completion of the review, the billable messages will be posted and the appropriate charges, as set forth in (7)(g) and (7)(h) following, will apply. Unbillable messages will be handled in accordance with instructions that have been mutually determined by the Company and the customer. At the request of the customer, the rated customer messages which cannot be billed to an end user will be reviewed for unauthorized use of customer service by Company message investigation groups for a period of up to 90 days after the rated customer message was processed.

12. The Company will post rated customer messages to the appropriate end user account when it identifies a customer message to be billed to an end user and will mark the appropriate end user account when a customer credit card is issued to an end user. The Company will bill to an end user other customer message-billed service charges, such as provision of a credit card, issuing of a credit card, blocking of third number billing, time and rate charges, and subscription charges when it receives an order for such services from a customer. Other customer message-related charges, such as directory assistance and DIAL-IT charges, will be billed to the end user based on customer message data received from Message Processing Service or from the customer. The Company will make adjustments to end user balances due to account for application of credits authorized by customer inquiry instructions and customer furnished statements.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(b) Bill Processing Service (Cont'd)

13. The Company will establish an end user account for customer bulk-billed service when it receives an order from a customer to perform such activity for a specific end user and will bill customer bulk-billed charges to the end user. The Company will bill other customer bulk-billed rate elements, such as provision of a bulk-billed service access line, installation of an access line and provision of an access line extension, when it receives an order for such services from a customer. Other customer message-related charges for bulk-billed service, such as directory assistance and DIAL-IT charges, will be billed to the end user based on customer message data received from Message Processing Service or from the customer. The Company will make adjustments to end user balances due to account for application of credits authorized by customer inquiry instructions and customer furnished statements.

14. Where the rates for customer services will be implemented under an accounting order pending final approval from a regulatory agency, the Company will, upon written requests and reasonable notice from the customer, keep such records which, in the Company's determination in consultation with the customer, may be required to make subsequent rate adjustments to the end users as may be ordered by the regulatory agency. The charges for such records keeping service will be determined on an Individual Case Basis.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(b) Bill Processing Service (Cont'd)

15. When a regulatory agency issues a final decision on customer rates implemented under an accounting order and the decision requires the customer to adjust monies to end users, the Company will, at the written request of the customer, determine if it can accommodate the changes and conditions and determine the period of time required to implement such changes. The customer shall meet the following requirements: (1) the customer requesting adjustment implementation is currently subscribing to records keeping service under (14) preceding for this accounting order, and (2) the customer agrees to defend before the regulatory agency the time-frames and conditions required by the Company to implement the adjustment. The charges for this service will be determined on an Individual Case Basis.

(c) Message Billing Service Ordering

1. The Company will provide Message Billing Services under a Special Order. For all Message Billing Service, other than establishment of end user accounts or changes to end user account data or changes to end user account rate elements, the Message Billing Service Special Order charge as set forth in (7)(n) following will apply to orders accepted by the Company . The format of this Special Order will be specified by the Company.

2. The Company will arrange with the customer to accept under an Account Data Order end user account information to establish and change end user accounts and establish and change end user account rate element rates and balances due. The methods, procedures and manner in which the end user account data and changes are forwarded to the Company must be agreeable to the Company. The charges to handle such Account Data Orders will be determined on an Individual Case Basis.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)

(3) Liability of the Company

Notwithstanding 2.1.3 preceding, the Company liability for Message Billing Service is as follows:

(a) If Bill Processing Service detail is not available because the Company lost or damaged records or incurred processing system outages, the Company will attempt to recover the lost customer detail. If the lost customer detail cannot be recovered and the Company recorded the details, the customer detail and the extent of the Company's liability for damages will be as set forth in 12.2.1(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 extent of the Company's liability for damages will be estimated as set forth in 12.2.1(A) preceding. This recovered detail will be included in message detail provided to the customer when the customer orders such service and any recovered customer messages will be billed.

(b) When the Company is notified that, due to its error or omission, incomplete customer detail has been provided, as set forth in 12.2.2.(A)(2)(a)(10) preceding and/or 12.2.4 following, to a customer, the Company will make every reasonable effort to recover and provide the customer detail to the customer at no additional charge. 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 data cannot be recovered, the extent of the Company's liability for damages shall be limited as set forth in 12.2.1(A) preceding.

(c) If the 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 Company and the Company cannot timely bill the proper end user, the extent of the Company's liability for damages will be the known amount misbilled or when the amount misbilled is unknown, limited as set forth in 12.2.1(A) preceding.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(3) Liability of the Company (Cont'd)

(d) In the absence of gross negligence or willful misconduct, no liability for damages to the customer, other person or entity other than that as set forth in (a), (b) and (c) preceding shall attach to the Company.

(4) Obligations of the Customer

(a) The customer shall order Message Billing Services under a Special Order for each state 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 Message Processing Service and/or Bill Processing Service is initially ordered, the customer shall order the service for 3 years. Thereafter, upon six months written notice, additional service may be ordered for 3 years at the rates and charges, as set forth in (7) following, and in effect on the day the new service period begins. The customer may order inquiry for a service period that is different from that for Bill Processing. However, the customer shall not order inquiry unless it also has ordered Bill Processing Service for the same period and the same state operating area. Not later than six months prior to the end of a one year order period or 12 months prior to the end of a 3 year order period, the customer shall notify the Company in writing if any service is to be discontinued at the end of the period. If no notice is received from the customer, the Company will automatically extend the services for another year, at the currently effective rates for a new subscriber using the most recent 12 months of capacity provided. The customer will be notified by the Company when such an extension is made. All appropriate charges, as set forth in (7) 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.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(4) Obligations of the Customer

(b) When Message Processing Service is ordered, the customer shall furnish the Company , for each state and for each year in order, an estimate of the number of messages (message capacity), including those messages which will be bulk-billed, to be processed.

In addition, when Bill Processing Service is ordered, the customer shall furnish the Company , for each state and for each year in the order, an estimate of the number of message-billed and/or bulk-billed messages (bill capacity) for which billing is to be provided. Separate estimates shall be furnished by the customer for message-billed Bill Processing Service messages and bulk-billed Bill Processing Service messages. The capacity estimate for inquiry for each state and each year shall be the same as that for message-billed and/or bulk-billed messages. The customer may revise the estimates provided they do so in writing within 30 calendar days from the initial order dates.

(c) The customer shall furnish all information necessary for the Company to provide the Message Billing 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. When customer messages are to be billed by an entity other than the 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.

(d) The customer shall furnish to the Company a written schedule of its rates and charges in sufficient time to allow the Company to establish a rating gram. The customer's rate structure must be consistent with established Company rating methodologies. The interval required to establish a rating program must be mutually agreeable to the Company and the customer.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(4) Obligations of the Customer (Cont'd)

(e) When the customer orders Bill Processing Service, it shall authorize the Company in writing to deny service to end users for nonpayment subject to the conditions specified in Part 0, Section 2.1.1.B.16. If that authorization is not received, Bill Processing Service will not be provided. (C) (C)

(f) The customer shall be responsible for all contacts and arrangements, including customer deposits and prior customer balances due from end users, with its end users concerning the provision and maintenance of the customer's service.

(g) When the customer orders message-billed or bulk-billed Bill Processing Service with inquiry, the customer shall furnish to the Company written instructions, which are agreeable to the Company, for the handling of end users questions about bills.

When the customer orders message-billed bulk-billed Bill Processing Service without inquiry, the customer shall furnish the Company with written instructions as to where inquiries are to be referred.

When the customer does not order inquiry service and desires credit adjustments be made to the end user balance due, the customer shall furnish a statement for each end user account where the credit is desired. These statements shall show the customer message, the date the message was billed and the amount of the credit. These statements shall be furnished to the Company under an Account Data Order as set forth in 12.2.2(A)(2)(c)2. preceding.

The customer shall notify its end users through its tariff or other appropriate means when the customer handles the bill inquiries. The customer shall furnish the Company in writing all end user bill adjustment statements.

(h) The customer will immediately redeem all customer gift certificates the Company receives in payment for any end user charges. The customer agrees to use a gift certificate format which is agreeable to the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(4) Obligations of the Customer (Cont'd)

(i) The customer agrees to permit the Company to determine the requirements for deposits, in accordance with Company terms of service, and to collect customer service deposits from all end users of the customer's services for which the Company provides billing for the customer. The customer will notify its end users through its tariffs or other means that the Company may collect customer service deposits. The customer will also include in its tariff and service arrangements and obtain regulatory concurrence for the Company deposit terms of service that the Company will use to determine end user service deposits.

(j) When the customer desires that a credit card be issued by the Company for an end user, the customer shall furnish the credit card information as specified by the Company. The information shall include a statement from the customer that the end user has requested the credit card. When the customer is notified by the Company that a customer credit card billing is discontinued, the customer shall notify the appropriate end user. The customer also agrees to be responsible for all charges to the discontinued credit card after receipt of notice of discontinuance and all charges to a customer credit card where the end user states in writing to the Company that the end user did not request the credit card.

(k) When the customer furnishes recorded customer detail for Message Processing Service and/or rated customer message detail for Bill Processing Service, it shall retain a copy of the detail furnished for at least 90 days. Failure by the customer to retain a copy of its recorded details for the required 90 days will abrogate Company liability under 12.2.1(C) preceding.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)

(5) Payment Arrangements and Audit Provision

(a) Audit Provision

Upon written notice by the customer to the 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 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 or any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor 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 or reviewed 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.

(b) Minimum Period

The minimum period for which Message Billing Service is provided and for which charges apply is one year. If the customer orders Message Processing Service and/or Bill Processing Service for 3 years, then the minimum period and the period for which charges apply is that period ordered by the customer. A minimum period of 3 years, as ordered by the customer, applies for each additional period of service ordered, except for inquiry which is subject to the terms and conditions in (A)(4)(a) preceding. If the service is discontinued prior to the end of the period ordered, monthly charges apply for each remaining month and fraction of a month. The monthly charge will be one-twelfth of the minimum yearly charge.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(5) Payment Arrangements and Audit Provision (Cont'd)

(c) Minimum Order Capacities and Minimum Yearly Charges

Message Billing Service is subject to minimum order capacities and minimum yearly charges. The minimum order capacities are the message capacity and bill capacity as specified in 1. following. The minimum yearly charges as specified in 2. following shall apply.

1. The message capacity ordered by the customer for any year in a 3 year order for Message Processing Service shall not be less than 25 percent of the average yearly message capacity ordered for all the years in a 3 year order. The bill capacity ordered by the customer for any year in a 3 year order for Bill Processing Service shall not be less than 25 percent of the average yearly bill capacity ordered for all the years, in a 3 year order. The minimum yearly bill capacity for message-billed messages and bulk-billed messages will be determined separately based on the estimates the customer furnishes as set forth in (A)(4)(b) preceding.

   The minimum yearly capacity ordered for each year for inquiry shall be the same as that for message-billed and/or bulk-billed messages.

2. For Message Processing Service, the minimum yearly charge is the product of the message capacity per year furnished by the customer as set forth in (A)(4)(b) and 1. preceding and the appropriate Message Processing Service rate times 0.95. The appropriate Message Processing Service rate is the Message Processing Service rate as set forth in (7)(a) following for the specific year period ordered.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(5) Payment Arrangements and Audit Provision (Cont'd)
(c) Minimum Order Capacities and Minimum Yearly Charges (Cont'd)
2. (Cont'd)

For Bill Processing Service, the minimum yearly charge is the product of the message-billed bill capacity and/or bulk-billed bill capacity per year furnished by the customer as set forth in (A)(4)(b) and 1. preceding and the appropriate Bill Processing Service message-billed and/or bulk-billed rate times 0.95. The minimum yearly charge for message-billed messages and bulk-billed messages will be determined separately based on the estimates the customer furnishes as set forth in (A)(4)(b) and 1. preceding. The appropriate Bill Processing Service message-billed rate is the weighted average of the message-billed rates as set forth in (7)(g) following for the specific year period ordered. The rate for a three (3) year period is $.0508. The appropriate Bill Processing Service bulk-billed rate is the bulk-billed rate as set forth in (7)(g) following for the specific bulk-billed service and year period ordered.

For inquiry, the minimum yearly charge will be determined for the year by using the message-billed capacity and/or bulk-billed capacity times the appropriate inquiry rate times 0.95. The minimum yearly charge for message-billed inquiry and bulk-billed inquiry will be determined separately based on the estimates the customer furnishes as set forth in (A)(4)(b) and 1. preceding. The appropriate message-billed inquiry rate is the weighted average of the message-billed inquiry rates as set forth in (7)(g) following for the specific year period ordered. The rate for a one year period is $.0716. The appropriate bulk-billed inquiry rate is the bulk-billed inquiry rate as set forth in (7)(g) following for the specific year period ordered.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(5) Payment Arrangements and Audit Provision (Cont'd)

(d) Cancellation of a Special Order

A customer may cancel a Special Order for Message Billing Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for Message Billing Service is the date the customer and the Company mutually agree the service is to start.

When a customer cancels a Special Order for Message Billing 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 non-recoverable capital costs incurred by the Company will apply to the customer.

(e) Changes to Special Orders

When a customer requests changes to a pending Special Order for Message Billing Service, such changes will be undertaken if they can be accommodated by the Company. A charge equal to any costs incurred by the Company because of the change will apply.

(6) Rate Terms and Conditions

(a) The Message Processing and Bill Processing Service message charges apply during the yearly periods ordered by the customer. The Company will not initiate rate changes to the Message Processing Service charges as set forth in (7)(a) following or the Bill Processing Service charges as set forth in (7)(g) following that apply to the customer order during the yearly periods for that specific order. 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 Company to develop the customer bulk-billed service charge.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(6) Rate Terms and Conditions(Cont'd)

(b) During any yearly period in which the actual customer messages processed and/or billed exceeds the message capacity as stated following, additional charges apply. For Message Processing Service, for each customer message processed that exceeds 110 percent of the message capacity ordered for the year, the appropriate charges for the specific service ordered as set forth in (7)(b)following apply.

For Bill Processing Service, for each message-billed customer message processed that exceeds 110 percent of the message-billed bill capacity ordered, the appropriate charges for the specific service ordered as set forth in (7)(h) following apply.

For Bill Processing Service, for each bulk-billed customer message processed that exceeds 110 percent of the bulk-billed bill capacity ordered, the appropriate charges for the specific service ordered as set forth in (7)(h) following apply.

For each year for message-billed inquiry, the additional charges will apply for the same capacity that additional charges apply for message-billed messages. The appropriate charges for the specific inquiry ordered as set forth in (7)(h) apply.

For each year for bulk-billed inquiry, the additional charges will apply for the same capacity that additional charges apply for bulk-billed messages. The appropriate charges for the specific inquiry ordered as set forth in (7)(h) apply.

For each customer message processed and/or billed between the message capacity ordered and the allowance (i.e., 110 percent level) specified in the preceding paragraphs, the appropriate rate as set forth in (7)(a) or (g) will apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(6) Rate Terms and Conditions(Cont'd)
(b) (Cont'd)

The customer, at its option, may order additional capacity for inquiry and capacity required to process and/or bill the additional messages at the rates as set forth in (7) following subject to the minimum period and minimum yearly charges as set forth in (5)(b) and (5)(c) preceding. When more than one order exists at the same time for a customer, the rates for inquiry, customer messages processed and/or billed that exceed the total inquiry, message and/or bill capacity, respectively, for all existing orders will be the appropriate rates for the most recent order, plus the appropriate additional inquiry message and/or bill processing charge as set forth in (7)(b) and (7)(h) following for the most recent order.

(c) The Message Billed Service charge applies each month that one or more messages or related rate elements are billed to an end user. When both interstate and intrastate customer messages are billed by the Company to the end user on the same bill for the customer, the Message Billed Service charge times 0.7 applies each month.

(d) A bulk-billed Service charge applies each month that one or more charges are billed to an end user. When both interstate and intrastate interLATA customer bulk-billed charges are billed by the Company to the end user on the same bill for the customer the bulk-billed Service Charges times 0.5 applies for each month.

(e) When message detail is data-transmitted to or received from an Exchange Telephone Company location by the Company, a charge as set forth in (7)(d) following, on a per record basis will apply. A record is a logical grouping of information as described in the program that processes the information and loads the data file used to supply the message detail which is data-transmitted. The Company will determine this charge based on its count of the records transmitted and received.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(6) Rate Terms and Conditions(Cont'd)

(f) When message detail is data-transmitted to or received from a customer location by the Company, a charge, as set forth in (7)(f) and/or (7)(l) following, on a per record basis will apply. A record is a logical grouping of information as described in the program that processes the information and loads the data file used to supply the message detail which is data-transmitted. The Company will determine this charge based on its count of the records received and transmitted.

(g) The Message Billing Service Special Order charge applies for each Special Order to establish or change Message Processing Service and/or Bill Processing Service, other than establishment of end user accounts or changes to end user account data or changes to end user account rate element rates and balance due, accepted by the Company.

The end user account activity charges apply whenever an end user account is established or changed pursuant to an Account Data Order from a customer and/or whenever a balance due, 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 Company, to which a bill is rendered.

The end user account activity Account Data Order Charge always applies and the end user account establishment and change charge, end user account rate element rate level change charge or the end user account rate element rate structure change charge may apply depending on the activity ordered by the customer as set forth in 1., 2., 3. and 4. following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(6) Rate Terms and Conditions(Cont'd)
(g) (Cont'd)

1. The end user account activity Account Data Order is required and a charge applies whenever the customer furnishes to the Company end user account information that establishes or changes the information, rates or balance due associated with an end user account.

2. The end user account establishment and change charge applies whenever customer furnished information is used by the Company to establish or change end user account data or rate elements, or balance 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 3. and 4. 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 does not apply when a customer credit card is listed on a message-billed account associated with an end user common line and does not apply for any subsequent preparation or distribution of a customer credit card. The end user account establishment and change charge does apply when the Company, at the request of a customer, establishes or changes a message-billed account with a credit card but without an associated end user common line. The end user account establishment and change charge applies for each account established, rate element established, account changed (except for credit card changes), rate element changed and balance due changed.

3. The end user account rate element rate level change charge applies whenever customer furnished information is used by the Company to change an end user account rate element rate level. The charge to change for each end user account rate element rate level will be determined on an Individual Case Basis.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(6) Rate Terms and Conditions(Cont'd)
(g) (Cont'd)

4. The end user account rate element rate structure change charge applies whenever customer furnished information is used by the 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.

(h) When message detail is entered on a data file to be provided to a customer, the per-data file charge applies for each data file prepared and the per record charge applies for each record processed. A record is a logical grouping of information as described in the programs that process the information and load the data file. The Company will determine the charges based on the number of data files 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 data file whichever number of records is higher.

(i) Different rates apply for Bill Processing Service for a customer message-billed service depending on the total (i.e., sum of interstate and intrastate customer messages) number of messages billed for an end user account per month. The rate groups are 1 to 10 messages per month, 11 to 100 messages per month, 101 to 600 messages per month, over 600 messages per month and originating Directory Assistance Calls-Bulked-Single Charge Entry. The rate for the largest number of customer messages billed for the end user account in a month will be used to determine the Bill Processing Service charges for that end user account for the month. The Company will determine the charges based on its count of customer messages billed each bill day to an end user account.

Originating Directory Assistance Calls-Bulked-Single Charge Rate Entry, are those originated interstate and intrastate interLATA Directory Assistance Calls transported by the customer and shown as a single charge entry, not exceeding three print lines on the bill. These calls will not be individually itemized.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(6) Rate Terms and Conditions(Cont'd)

(j) When the Company receives an order from the customer to issue a customer credit card to an end user, Credit Card Issuance preparation and distribution charges apply. If the customer requests another card to be issued for any reason, the preparation and distribution charges apply. If for any reason the customer requests a change to be made in the credit card information maintained on an end user account by the Company, including the marking of the account to show issuance of a credit card by the customer or discontinuance of an existing card, and the customer does not request the distribution of a credit card, only the preparation charge applies. The Company will determine the charges based on its record of the Special Orders to prepare and distribute customer credit cards received from the customer.

(k) The basic per hour rate and the premium per hour rate for program development is for the use of one hour of one Company programmer's time.

(l) The Company will keep a count of the hours and fraction thereof used by all other Company personnel to provide program development and implement support data and will bill the customer in accordance with these records on an Individual Case Basis. 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.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)

(7) Rates and Charges

The rates and charges are:

	USOC	FID	Rates
(a) Message Processing Service 3 year period, per message	BABM3		$ .0042
(b) Additional Message Processing, per message above the message and allowance, each		CAP	1.5 times the appro-riate rate in 12.2.2(A) (7)(a) above
(c) Program Development,			
- Basic, per hour, Programmer (applicable to work performed within the Company 's normal work schedule and using the normal work force)	PRDMN	AHM N	$ 55.00
- Premium, per hour, Programmer (applicable to work performed outside the Company 's normal work schedule and/or which requires additions to the work force)	PRDMP	AHM P	$ 70.00
- Per hour charge, all other Company Personnel	BAT++		ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(7) Rates and Charges (Cont'd)

	USOC	Rates
(d) Data transmission of rated customer messages details between other Exchange Company locations,		
- per record transmitted	TRART	$ .0068
- per record received	TRARR	$ .0068
(e) Provision of rated customer message detail,		
- per record processed	BBLR4	$ .007
- per tape or data file	BBLT4	$20.00
(f) Data transmission to a customer location of rated customer message details,		
- per record transmitted	DT5++	ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(7) Rates and Charges (Cont'd)

	USOC	Rates: Messages per End User Orig. DA. Account Per Month 1 to 10	11 to 100	101 to 600	Over 600	Calls Bulked Single Line Entry
(g) Bill Processing Service, message-billed processing,						
1 year period, per message	BABB1	$.0253	$.0240	$.0133	$.0083	$.0043
3 year period, per message	BABB3	$.0253	$.0240	$.0133	$.0083	$.0043
message-billed inquiry,						
1 year period, per message	BABQ1	$.0475	$.0475	$.0083	$.0083	$.0053

		FID Rates
bulk-billed processing,		
1 year period, per message	BABU1	$.0043
bulk-billed inquiry,		
1 year period, per message	BABY1	$.0022

	CAP
(h) Additional Bill Processing, per message above the bill capacity, and allowance each,	
message-billed processing, each message-billed inquiry, each bulk-billed processing, each bulk-billed inquiry, each	1.5 times the appropriate rate in 12.2.2.(A)(7)(g) above

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(7) Rates and Charges (Cont'd)

		USOC	Rates
(i)	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		$.1516
(j)	Bulk-Billed Service, in which a charge associated with a bulk-billed service is billed, per bill rendered for an end user account, each		$ 1.41
(k)	End User Account Activity,		ICB rates and charges apply.
	- Account Data Order Charge to receive end user account data, per Account Data Order	EUO++	
	- End User Account Establishment and Change, except rate element rate level changes and rate structure, charge per end user account established or changed and, per recurring or nonrecurring rate element established or changed, each	EAE	$l4.74
	- End User Account Rate Element Rate Structure Change Charge, - per rate element changed, each	EUM++	ICB rates and charges apply.
	- End User Account Rate Element Rate Level Change Charge, - per rate element changed, each	EU9++	ICB rates and charges apply.
(l)	Data transmission from a customer location of Message Billing Service detail or information, per record received	DT4++	ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(A) Message Billing Service (Cont'd)
(7) Rates and Charges (Cont'd)

		USOC	Rates
(m)	Credit Card Issuance		
	preparation, per end user account	CCV	$l5.00
	distribution, per card	CBZ	$ .30
(n)	Message Billing Service Special Order Charge, - per Special Order		$20.00
(o)	Retention of Records Under Accounting Orders - per Accounting Order per month	BAQ++	ICB rates and charges apply.
(p)	Implementation of Accounting Order Adjustments - per Accounting Order	AOG++	ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)

(B) Private Line Billing Service

The Company will provide Private Line Billing Service only for those customer private line services for which the Company is providing Special Access Service. The Company will not render bills for customer private line services for which it does not provide Special Access Service that are connected at end user premises to customer private line services for which it does render bills.

The Company will not render bills for usage based rate elements under this section of the Product Guide. Usage based rate elements will be billed as set forth in 12.2.2(A) preceding.

(1) General Description

Private Line Billing Service includes editing and rating, account establishment, rendering of bills, receiving payments, maintenance of accounts, treatment of accounts and inquiry (when ordered by the customer).

Editing and rating is the examination and identification of all the rateable elements of a customer private line service and the application of the appropriate customer rates and charges to the service. These functions are performed when private line services for a customer's end user are established or changed. Rating is always performed, and editing may be performed, coincident with the implementation of a change in the customer's schedule of rates.

Account establishment is the preparation of a customer end user record so that a bill can be sent to that end user.

Rendering of bills is the preparation and mailing of statements of the amounts due from end users for service received from the customer. These statements may, at Company choice, be included as part of the regular monthly bill for local Telephone Exchange Service mailed to the end user.

Receiving payment and maintenance of accounts is the collecting of deposits and monies from end users for services furnished by the customer and maintenance of records of all transactions.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(1) General Description (Cont'd)

Treatment of accounts is the forwarding of notices of delinquent or unpaid end user accounts, posting credits and adjustments, and when necessary as determined by the Company, denial of the customer's Special Access Service.

Inquiry is the answering of end user questions about charges for customer services and negotiating of credits and adjustments to end user accounts and review of customer charges which are removed from an end user's bill.

(2) Undertaking of the Company

(a) When Private Line Billing Service is ordered by a customer, the Company will establish a Private Line Account, edit and rate the billing detail, bill the end user and maintain and treat the Private Line Account (based on the rate and end user data supplied by the customer) at the rates and charges set forth in (7) following, as set forth in (b) through (o) following. The Company will not establish a Private Line end user account with any customer balance due. In addition, the Company will determine, in accordance with Company Deposit Terms of Service, if a deposit is required from the end user for the customer service. The Company will bill the service deposit when an end user account is established. The Company may collect the deposit and will maintain a deposit for each end user account. The Company will provide the customer a copy of its deposit terms of service upon request from the customer.

The Company will make adjustments to end user balances due to account for application of credits authorized by customer furnished statements.

(b) Private Line Billing Service records and end user accounts will be maintained by the Company in a standard format in order to identify the end user and bill the rateable elements. The Company will establish this format and provide it to the customer. The Company will also establish the format it will use to bill private line services and provide it to the customer. If, in the course of Company business, it is necessary to change these formats, the Company will notify the customers involved two months prior to the change.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(c) The Company will develop the customer's schedule of rates and charges into a rating program. Program development charges, as set forth in (7)(c) following, apply for the hours required to design, develop, test and maintain the necessary programs.

(d) Upon acceptance by the Company of a Special Order to establish or change Private Line Billing Service from a customer, the Company will determine the period of time to implement such service on an Individual Case Basis.

(e) Changes in the rate levels of customer services to be billed will normally be implemented within 60 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, set forth in (7)(c) following, apply for the hours required to design, develop, test and maintain the necessary program changes.

(f) Changes in the rate structure of the customer services to be billed also require a change in the rating programs. When the 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 Case Basis. Program development charges, as set forth in (7)(c) following, apply for the hours required to design, develop, test and maintain the necessary program changes.

(g) The Company will not provide any information related to Private Line Billing Service accounts under this section of the Product Guide. Private Line Billing Service information may be obtained as set forth in 12.2.4 following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(h) The Company will, at the option of the customer, provide Private Line Billing with or without inquiry. When the Company provides Private Line Billing with inquiry, the Company will be responsible for contacts and arrangements with the customer's end users concerning the billing, collecting, crediting and adjusting of the customer service charges, except prior customer balances due from end users, in accordance with written instructions furnished to the Company by the customer and which are agreeable to the Company. For any billed customer charges which are removed from an end user's balance due in accordance with the customer's instructions, the Company will make an appropriate adjustment to the customer's accounts receivable settlement if appropriate. When the Company provides Private Line Billing without inquiry, all contacts from customer end users concerning the customer's billed amounts will be referred to the customer and the Company will only be responsible for contacts with customer's end users concerning the collection of customer service charges, except prior customer balances due from end users. Inquiry will only be provided for those end user accounts for which the customer has ordered Private Line Billing.

(i) When the Company encounters bills which are to be rendered to end users or end user billing addresses not located in the Company's operating territory or in a state where Private Line Billing Service has not been ordered, such bills will be handled as follows:

(1) If the bill to the end user is for a service for which the Company provides a Special Access Service to the customer and the customer has ordered the appropriate Private Line Billing Service, the Company will bill the end user.

(2) In all other situations, the bill will be delivered to the customer and the customer shall be responsible to furnish an accounts receivable settlement adjustment if appropriate to the Company as set forth in 12.2.2(C) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(j) The Company will accept customer gift certificates for payment from end users if the customer agrees in writing to redeem all such gift certificates. The format of the gift certificates must be acceptable to the Company.

(k) Where the rates for customer services will be implemented under an accounting order pending final approval from a regulatory agency, the Company will, upon written request and reasonable notice from the customer, keep such records which, in the Company's determination in consultation with the customer, may be required to make subsequent rate adjustments to the end users as may be ordered by the regulatory agency. The charges for such records keeping service will be determined on an Individual Case Basis.

(l) When a regulatory agency issues a final decision on customer rates implemented under an accounting order and the decision requires the customer to adjust monies to end users, the Company will at the written request of the customer, determine if it can accommodate the changes and conditions and determine the period of time required to implement such changes. The customer shall meet the following requirements: (l) the customer requesting adjustment implementation is currently subscribing to records keeping service under (k) preceding for this accounting order, and (2) the customer agrees to defend before the regulatory agency the time frames and conditions required by the Company to implement the adjustment. The charges for this service will be determined on an Individual Case Basis.

(m) The Company will provide Private Line Billing Services under a Special Order. For all Private Line Billing Services other than establishment of end user accounts or changes to end user account data or changes to end user account rate elements, the Private Line Billing Service Special Order charge as set forth in (7)(e) following will apply to orders accepted by the Company to establish or change the service. The format of this Special Order will be specified by the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(n) The Company will arrange with the customer to accept under an Account Data Order end user account information required to establish and change end user accounts and establish and change end user account rate element rates and balances due. The methods, procedures and manner in which the end user account data and changes are forwarded to the Company must be agreeable to the Company. The changes to handle such Account Data Orders will be determined on an Individual Case Basis.

(o) If the customer requests the Private Line bills be reprocessed by the Company because of a customer error, the Company will treat the reprocessing as a rate level or rate structure change. Determination of whether the reprocessing is a rate level change or rate structure change will be made by the Company based on the Account Data Order the Company receives from the customer. All appropriate charges as set forth in (7) following will apply.

(3) Liability of the Company

Notwithstanding 2.1.3 preceding, the Company liability for Private Line Billing Service is as follows:

(a) If Private Line Billing detail is not available because the Company lost or damaged records or incurred processing system outages, the Company will recover the lost detail based on previously received information.

This recovered detail will be provided to the customer if the customer has ordered the appropriate Billing Information Service as set forth in 12.2.4 following. If the data cannot be recovered, the extent of the Company's liability for damages will be the known amount not billed, or, when the amount not billed is unknown, no more than 3 months charges for the services not billed.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(3) Liability of the Company (Cont'd)

(b) When the Company is notified that, due to its error or omission, incomplete detail has been provided to the customer when such detail has been ordered as set forth in 12.2.4 following, the Company will make a reasonable effort to recover the detail and provide such information to the customer at no additional charge to the customer. Such request to recover the detail 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 Company's liability for damages will be the known amount not billed or when the amount not billed is unknown, no more than 3 months charges for the services not billed.

(c) If the 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 states in which it provides the service. If the error is caused by the Company and the Company cannot timely bill the proper end user, the extent of the Company's liability for damages will be the known amount misbilled or when amount misbilled is unknown, no more than 3 months charges for the services misbilled.

(d) In the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than that as set forth in (a), (b) and (c) preceding shall attach to the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)

(4) Obligations of the Customer

(a) The customer shall order Private Line Billing Service under a Special Order for each state where service is desired.

When Private Line Billing Service is ordered initially, the customer shall order the service for at least one year. Thereafter, upon six months written notice, additional service may be ordered for a minimum of one year and the rates and charges as set forth in (7) following will apply. Not later than six months prior to the end of an order period, the customer shall notify the Company in writing if service is to be discontinued at the end of the period. If no notice is received from the customer, the Company will automatically extend the service for an additional year, using the most recent 12 months of bill capacity provided. All appropriate rates and charges as set forth in (7) following for another year will apply and the minimum monthly charges will be based on the most recent 12 months of bill capacity provided. The customer will be notified by the Company when such an extension is made.

(b) When Private Line Billing Service is ordered, the customer shall furnish the Company for each state and for each year in the order an estimate of the average number of bills (bill capacity) to be rendered each year.

(c) The customer shall furnish as an Account Data Order, in the format specified by the Company, all information on the end user necessary for the Company to provide the Private Line Billing Service including an affidavit that states whether the customer Private Line Service is subject to any Federal Taxes and/or State Taxes. When customer bills are to be rendered to locations not in the operating territory of the Company, the customer shall furnish an address where the bills are to be sent. If the customer does not furnish an address, all unaddressable bills will be delivered to the customer. The information shall be furnished by the customer in a timely manner.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(4) Obligations of the Customer (Cont'd)

(d) The customer shall furnish to the Company a written schedule of its service rates and charges in sufficient time to allow the Company to establish a rating program. The interval required to establish a rating program must be mutually agreed to by the Company and the customer.

(e) When the customer orders Private Line Billing Service, it shall authorize the Company in writing to deny service to end users for nonpayment. If that authorization is not received, Private Line Billing Service will not be provided.

(f) The customer shall be responsible for all contacts and arrangements, including prior customer balances due from end users, with its end users concerning the provision and maintenance of the customer's interstate services.

(g) When the customer orders Private Line Billing Service with inquiry, the customer shall furnish the Company written instructions which are agreeable to the Company, for the handling of end user questions about bills.

When the customer orders Private Line Billing Service without inquiry, the customer shall furnish the Company with written instructions as to where inquiries are to be referred. When the customer does not order Company Inquiry Service and desires credit adjustments be made to the balances due from an end user, the customer shall furnish a statement for each end user account where the credit is desired. These statements shall show the rate element to be credited, the date the rate element was billed and the amount of the credit.

The customer shall notify its end users through its tariff or other appropriate means when the customer handles the bill inquiries. The customer shall furnish the Company in writing all bill adjustments as set forth in 12.2.2(C) following.

(h) The customer will immediately redeem all customer gift certificates that the Company receives in payment for end user charges. The customer agrees to use a gift certificate format which is agreeable to the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(4) Obligations of the Customer (Cont'd)

(i) The customer agrees to permit the Company to determine, the requirement for deposits in accordance with Company terms of service, collect customer service deposits from all end users of the customer's services for which the Company provides billing for the customer. The customer will notify its end users through its tariffs or other means that the Company will collect customer service deposits. The customer will also include in its tariff and service arrangements and obtain regulatory concurrence for the Company deposit terms of service that the Company will use to collect end user service deposits.

(5) Payment Arrangements and Audit Provisions

(a) Audit Provisions

Upon reasonable written notice by the customer to the 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 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.

All information received or reviewed by the customer or its authorized representative 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.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(5) Payment Arrangements and Audit Provisions (Cont'd)

(b) Minimum Periods

The minimum period for which Private Line Billing Service is provided, and for which charges apply, is one year.

A minimum period of one year applies for each additional period of service ordered.

When service is discontinued prior to the expiration of a minimum period, the minimum monthly charge is applicable for each month and fraction of month remaining in the minimum period.

(c) Minimum Monthly Charges

(1) During the initial year minimum period, there is a minimum monthly charge based on the customer's estimate of the number of bills to be rendered during that period. The minimum monthly charge is the charger Bill Rendering, as set forth in (7)(b) following, for 75 percent of the monthly volume. The monthly volume is 1/12 of the bill capacity ordered during the initial year.

If the actual monthly volume during any consecutive three month period exceeds 1/12 of the bill capacity ordered by 50 percent or more per month, a new minimum monthly charge will be established. The new charge is the charge for Bill Rendering, as set forth in (7)(b) following, for the monthly average of the actual volume used during those three months.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(5) Payment Arrangements and Audit Provisions (Cont'd)

(c) Minimum Monthly Charges (Cont'd)

(2) During each additional yearly minimum period, the minimum monthly charge is the charge for Bill Rendering, as set forth in (7)(b) following, for the monthly average of the actual volume of bills rendered during the previous 12 months.

If the actual monthly volume during any consecutive three month period exceeds the monthly average by 50 percent or more per month, a new minimum monthly charge will be established. The new charge is the charge for Bill Rendering, as set forth in (7)(b) following, for the monthly average of the actual volume used during those three months.

(d) Cancellation of a Special Order

A customer may cancel a Special Order for Private Line Billing Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for Private Line Billing Service is the date that the customer and the Company mutually agree service is to start.

When a customer cancels a Special Order for Private Line Billing 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 non-recoverable capital costs incurred by the Company will apply to the customer.

(e) Changes to Special Orders

When a customer requests changes to a pending Special order for Private Line Billing Service, such changes will be undertaken if they can be accommodated by the Company. A charge equal to any costs incurred by the Company because of the change will apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)

(6) Rate Terms and Conditions

(a) The Private Line Billing Service Special Order charge applies for each Special Order for Private Line Billing Service, other than establishment of end user accounts or changes to end user account data or changes to end user account rate element rates or changes to balances due, accepted by the Company.

(b) The end user account activity charge applies whenever an end user account is established or changed pursuant to an Account Data Order from a customer and/or whenever a nonrecurring or recurring customer rate element or balance due is added to or changed in the account.

An end user account is a record for a Private Line Billing Service which has a unique name and address and billing number identification, assigned by the Company, to which a bill is rendered.

The end user account activity Account Data Order charge always applies and the end user account establishment and change charge, end user account rate element rate level change charge or the end user account rate element rate structure change charge may apply depending on the activity ordered by the customer as set forth in 1., 2., 3., and 4. following.

1. The end user account activity Account Data Order charge applies whenever the customer furnishes to the Company end user account information that establishes or changes the information or rates or balance due associated with an end user account.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)

(6) Rate Terms and Conditions (Cont'd)

(b) (Cont'd)

2. The end user account establishment and change charges apply whenever customer furnished information is used by the Company to establish or change end user account data or rate elements or balance 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 3. and 4. following.

The end user account establishment and change charge applies for each account established, rate element established, account changed and rate element changed and balance due changed.

3. The end user account rate element rate level change charge applies whenever customer furnished information is used by the Company to change an end user account rate element rate level. The charge to change each end user account rate element rate level changed will be determined on an Individual Case Basis.

4. The end user account rate element rate structure change charge applies whenever customer furnished information is used by the 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.

(c) The bill rendering charge applies each month that one or more charges is billed by the issuing of a statement to an end user account. When both interstate and intrastate private line service charges are billed by the Company to the end user on the same bill for the customer, the bill rendering change charge times 0.5 applies each month.

(d) The basic per hour rate and the premium per hour rate for program development is for the use of one hour of one Company programmer's time.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(6) Rate Terms and Conditions (Cont'd)

(e) The Company will keep a count of the hours and fraction thereof used by all other Company personnel to provide program development and implement support data and will bill the customer in accordance with these records on an Individual Case Basis. The hours for each order will be summed and then rounded to the nearest hour, except that when the total is less than an hour, one hour will be used to determine the charges.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)

(7) Rates and Charges

The rates and charges are:

	USOC	Rates
(a) End User Account Activity, - Account Data Order to receive end user account data, - per Account Data	EUO++	ICB rates and charges apply.
- End User Account Establishment and Change, except rate element rate level changes and rate structure changes, Charge, - per end user account established or changed and per recurring and nonrecurring rate element established or changed, each	EAZ	$5.00
- End User Account Rate Element Rate Level Change Charge, - per rate element changed, each	EU9++	ICB rates and charges apply.
- End User Account Rate Element Rate Structure Change Charge, - per rate element changed, each	EUM++	ICB rates and charges apply.
(b) Bill rendering charge, per bill rendered for an end user account, each	BABPR	$1.10

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(7) Rates and Charges (Cont'd)

	USOC	FID	Rates
(c) Program Development Charge			
- Basic, per hour, Programmer (applicable to work performed within the Company's normal work schedule and using the normal work force)	PRDPN	AHM N	$55.00
- Premium, per hour, Programmer (applicable to work performed outside the Company's normal work schedule and/or which requires additions to the work force)	PRDPP	AHM P	$70.00
- Per hour charge, all other Company Personnel	BAT++		ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(B) Private Line Billing Service (Cont'd)
(7) Rates and Charges (Cont'd)

	USOC	Rates
(d) Inquiry, - per bill rendered for an end user account, each	BABPQ	$ .l6
(e) Private Line Billing Special Order Charge per Special Order		$20.00
(f) Retention of Records Under Accounting Orders - per accounting order, per month	BAQ++	ICB rates and charges apply.
(g) Implementation of Accounting Order Adjustments - per accounting order	AOG++	ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)

(C) Settlement Between Company and Customer

The Company may purchase from the customer its accounts receivable or act as agent for the collection of the customer's accounts receivable. Payment for the purchase of accounts receivable or transfer of amounts collected by the Company when the Company acts as agent for the customer are hereinafter referred to as settlements that arise from bills rendered by the Company to that customer's end users. The settlement for accounts receivable will be limited to amounts due the customer when the Company provides Bill Processing Service and/or Private Line Billing Service for that customer. After a customer orders Bill Processing Service and the Company is purchasing the customer's accounts receivable, or acting as agent 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 Company as such forebearance 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 Company in pursuing exclusive ownership or collection of the accounts.

The Company's settlement of a customer's accounts receivable shall be with adjustments to account for amounts due the customer that the Company is unable to collect from the end users which use the customer's services. The amount due the customer for the settlement of its accounts receivable will be determined as follows:

(1) Total Current Amount Billed

The Company for each end user bill day (i.e., the day a bill is rendered to an end user for a customer's service) will determine from its records the total current amount lawfully billed to the customer's end users for the customer or its predecessor company's service, including all directly billed taxes or any additional taxes applicable to such services. A total current amount billed will be determined for each customer for each end user bill day.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(C) Settlement Between Company and Customer (Cont'd)

(2) Adjustments

For each bill day, the Company will make adjustments to the total amount billed as follows:

(a) End User Adjustments

For each bill day, the Company will subtract from the total current amount billed the lawfully billed amounts which the Company removes from end users balances due in accordance with Company inquiry operations and/or with customer inquiry instructions to correct charges.

(b) Company and Customer Adjustments

For each bill day, the Company will subtract from the total current amount billed, bill amounts for end users bills which carry only that customer's charges which the Company delivers to the customer. In addition, for each bill day, the 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 end users balance due for the customer's services billed in prior billing periods where customer performs inquiry.

Also, each bill day, the Company may make adjustments to the total current amount billed to account for additions and subtractions for customer or Company prior billing period errors.

(c) Uncollectible Adjustments

For each bill day, the Company will subtract from the total current amount billed an estimated amount for uncollectables. Uncollectibles are amounts billed by the Company to end users on final customer bills that are unpaid. The 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 (a) or (b) following. Retroactive adjustment may be made for each three month period to adjust for uncollectibles written off amounts versus the estimated uncollectible adjustment amounts for the three month period.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(C) Settlement Between Company and Customer (Cont'd)
(2) Adjustments (Cont'd)
(c) Uncollectible Adjustments (Cont'd)

1. 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 Company will determine from its records the uncollectible amount experienced in the most recent three month period. This uncollectible amount will be reduced by any payments received by the Company for outstanding final customer bill amounts that pre-date the most recent three month period and by any deposits held by the Company for services provided to the end users where final customer bills have been rendered. The resulting amount will be the net uncollectible amount (including where necessary the customer's or its predecessor Company's history of uncollectibles to develop a full recent three month period). The net uncollectible amount will be used by the Company in an uncollectible apportionment study to determine the net uncollectible amount for each customer which is provided Bill Processing Service and/or Private Line Billing Service by the Company for the most recent three month period. The net uncollectible amount for a customer will be divided by the total current amount billed for the customer by the Company for the same most recent three month period to develop a customer uncollectible factor. This factor will be used by the Company to determine the customer amount for uncollectibles. This factor may be changed by the Company at its discretion, but not more frequently than once every three months and no less frequently than once every three months. The Company will determine a new customer uncollectible factor in the same manner as above for the next ensuing one to three month period.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(C) Settlement Between Company and Customer (Cont'd)
(2) Adjustments (Cont'd)
(c) Uncollectible Adjustments (Cont'd)

2. When a customer orders Bill Processing Service and/or Private Line Billing Service, the customer at the time that such services are ordered shall provide to the 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 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 does 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.

(3) Settlement for Net Settlement Amount to the Customer

(a) The Company will purchase accounts receivables from the customer or be assigned as agent for the customer on each end user bill day. Settlement amounts which equal the total current amount billed as set forth in 1. preceding after known Adjustments as set forth in 2. preceding have been made. The Settlement dates will be determined by adding the number of days determined to be the average customer payment availability period to the end user bill day. Except as provided herein, the Company will remit settlement to the customer on said settlement dates. Settlement will be made by electronic funds transfer or other means of transferring funds or by check postmarked two (2) days prior to the payment date for amounts not to exceed $100,000. If such settlement date would cause settlement to be due on a Saturday, Sunday or Company or bank 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), settlement for the net settlement amount will be due to the customer as follows:

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(C) Settlement Between Company and Customer (Cont'd)
(3) Settlement for Net Settlement Amount to the Customer (Cont'd)
(a) (Cont'd)

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

(b) Further, if any portion of the net settlement amount is received by the customer after the settlement date as set forth in (a) preceding, or if any portion of the net settlement 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 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 lesser of:

1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions in the state in which the Company provides Bill Processing Service to the customer, compounded daily for the number of days from the payment date to and including the date that the Company actually makes the payment to the customer, or

2. 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the Company actually makes the payment to the customer.

Any late penalty will be included with the Company payment to the customer within three business days following the occurrence of the late payment.

(c) Also, if any adjustment to an end user balance due is received by the Company from the customer after the date the 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 Company. The late payment penalty shall be the adjustment amount times a late factor. The late factor shall be the lesser of:

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(C) Settlement Between Company and Customer (Cont'd)
(3) Settlement for Net Settlement Amount to the Customer
(c) (Cont'd)

1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions in the state in which the Company provides Bill Processing Service to the customer, compounded daily for the number of days from the billed plus date to and including the date that the Company posts the end user account, or

2. 0.000590 per day, compounded daily for the number of days the billed plus date to and including the date that the Company posts the end user account.

Any late payment penalty will be included with the adjustment made by the Company to the customer's total current amount billed on the next scheduled settlement date.

(4) Netting of Customer Access Charges and Net Settlement Amounts

When a payment for customer access service charges under this Product Guide is due to the Company from the customer on the same settlement date that a net settlement amount is due to the customer from the Company, the Company may, with at least 15 calendar days' notice to the customer, net the payment for customer access service charges with the net settlement amount. The Company will pay the net amount to the customer on the payment date when such net amount is due the Company. If either party does not make the payment on the payment date, a late payment penalty as set forth in (3) preceding or 2.4.1 C preceding, whichever is appropriate, applies.

The Company will provide a copy of its methods and procedures used to determine the uncollectible amounts and the Average Customer Payment Availability Period named in this section (i.e., 12.2.2(C) settlement between Company and customers) to the authorized representative of the customer who is responsible to audit the amounts upon request from the customer.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)

(D) Optional Billing Service

Optional Billing Service consists of billing end users for rated customer message service only. Optional Billing Service does not include Message Processing.

(1) General Description

Optional Billing Service is the preparation of bills 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. Optional Billing Service includes posting of rated messages and other customer charges, rendering bills, receiving payments, maintenance of accounts, the application of customer end user adjustments, treatment of accounts and pre-billing message investigation. Inquiry is ordered separately by the customer.

Posting of rated messages is the processing for billing of rated messages.

Rendering of bills is the preparation and mailing of statements of the amounts due from the end user for customer messages billed. These statements will be included as part of the regular monthly bill for local Telephone Exchange Service mailed to the end user.

Receiving payment and maintenance of accounts is the collecting of deposits and monies from end users for services furnished by the customer and maintenance of records of all transactions.

Treatment of accounts is the forwarding of notices of delinquent or unpaid end user accounts and posting of credits and adjustments. The determination of delinquent or unpaid end user accounts shall be based on the billed amount, including taxes, which are not in dispute between the customer and the end user of its service.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)

(1) General Description (Cont'd)

Pre-billing message investigation is that activity undertaken by the Company to secure, or attempt to secure proper billing information for customer messages prior to the preparation of end user bills.

Inquiry is the answering of end user questions about charges billed and the determination of credits and adjustments to end user accounts for customer services.

(2) Undertaking of the Company

(a) When ordering by a customer, the Company will provide Optional Billing Service for all customer messages and other customer charges it possesses for a state as set forth in (b) through (k) following at rates and charges as set forth in (7) following. When the customer has ordered Optional Billing Service, the Company will not establish an end user account solely for billing of customer services.

In addition, the Company will determine, in accordance with Company deposit terms of service, if a deposit is required from the end user. The Company may collect the service deposit when an end user account is established, for established accounts when the first message is posted to the end user account, or at other times in accordance with Company deposit terms of service.

The Company will collect the deposit and will maintain a deposit balance for each end user account. Deposits will not be maintained by individual customer accounts but will be maintained for the end user account in general. The Company will provide a copy of its deposit terms of service upon request from the customer.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(b) The Company will provide Optional Billing Service for rated customer messages and other customer charges posted to end user accounts located within the operating territory of the Company only.

(c) Customer provided rated messages are required to provide Optional Billing Service. These customer messages should be in the standard format established by the Company and must identify, in accordance with customer records, the end user account to be billed. When customer messages are data transmitted from a customer to a location at the Company other than its billing location, a charge, as set forth in (7) (4) following, will apply for each record received at the Company billing location. For purposes of this Product Guide, a "record" is a message or other customer charge or end user adjustment. When the customer messages are data transmitted directly to a Company billing location the applicable charge will be determined on an Individual Case Basis as also specified in (7) (4) following.

The Company will provide to the customer the precise details of the required format. If it is necessary to change the format to confirm to a new industry standard, the Company will notify the involved customers two months prior to the change. If the customer does not make the change in the standard format, Optional Billing Service may be discontinued at the option of the Company and no further obligation or liability shall attach to the Company as a result of such discontinuance. If the Company is requested to convert the customer provided rated messages to standard format, and the Company agrees to make the conversion, program development charges as set forth in (7) (5) following apply for the hours required to design, develop, test and maintain the necessary programs. The charge for reformatting messages, as set forth in (7)(6) following, applies in addition to all other charges for all such rated customer messages converted by the Company. Reformatting messages is the conversion of the customer messages into the standard format and the verification that the data required for further processing by the Company is present.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)
(c) (Cont'd)

If the customer requests the customer provided rated messages be reprocessed by the Company because of a customer error, the Company will reprocess the customer rated customer messages. If the bills containing the customer messages in error have been mailed to the end users, the charges set forth In (7)(1) and (7)(6) following will apply to reprocess and mail the messages. If the bills containing the customer messages in error have not been mailed, the charges in (7)(6) will apply to reprocess the messages.

(d) For end user accounts in its operating territory where the customer has ordered Optional Billing Service, the Company will bill all rated customer messages provided by the customer. In addition at the request of the customer, the Company may, at its option, bill customer charges other than message details, such as bulked directory assistance, or recurring fees. A charge will apply for each line required on the bill for such customer charges and will be the same charge as for the average messages per bill for end user bills rendered as specified in (7)(1) following. The bill format will be determined by the Company.

(e) Upon acceptance by the Company of a Special Order for Optional Billing Service from a customer, the Company will determine the conditions and the period of time to implement such service on an Individual Case Basis. The charges for program development, as set forth in (7)(5) following, apply for the hours required to design, develop, test and maintain the necessary programs where applicable.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(f) The Company providing Optional Billing Service may at its discretion purchase the accounts receivable from the customer as set forth in 12.2.2(C) preceding.

When the Company has purchased the customer's accounts receivable, the Company reserves the right to recourse to the customer revenues in dispute between the customer and an end user of its services for those disputed amounts billed by the Company related specifically to the customer's services, charges, taxes or prior recourse adjustments. The Company will only affect recourse in those situations where the disputed amount exceeds $10 for one of the customer's end users or where the aggregate disputed amounts exceeds $1,000. In those cases where the Company has requested recourse from the customer in conjunction with billing disputes, the Company will make appropriate adjustments to the customer's accounts receivable settlements.

(g) Optional Billing Service end user account information as specified in 12.2.4 following may be obtained as set forth in that section. The Company will not provide such information under this section of the Product Guide.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(h) The Company will, at the option of the customer, provide Optional Billing Service with or without inquiry. The customer may purchase inquiry for all or a portion of the messages for which the Company performs Optional Billing Service but only when the customer has ordered Optional Billing Service for the same area. When the Company provides inquiry, the Company will be responsible for contacts and arrangements with the customer's end users concerning the billing, collecting, crediting and adjusting of the customer service charges, except prior customer balance due from end users, in accordance with written instructions furnished to the Company by the customer and which are agreeable to the Company.

For any billed customer messages removed from an end user's bill in accordance with customer inquiry instructions, the Company will make appropriate adjustments to the customer's accounts receivable settlement.

When the Company provides Optional Billing Service without inquiry, all contacts from customer's end users concerning the customer billed amounts will be referred to the customer, and the Company will only be responsible for contacts with customer's end users concerning the collection and application of service deposits, remittances and adjustments, except prior customer balances due from end users.

(i) Rated customer messages input to Optional Billing Service which the Company cannot bill for any reason will be reviewed by the Company's message investigation groups. Upon completion of the review, the billable messages will be posted and the appropriate charges, as set forth in (7)(1) following, will apply. Unbillable messages will be handled in accordance with instructions that have been mutually determined by the Company and the customer.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(2) Undertaking of the Company (Cont'd)

(j) The Company will provide Optional Billing Service under a Special Order. For all Optional Billing Service, other than changes to end user account data, the Special Order charge as set forth in (7)(3) following will apply to orders accepted by the Company. The format of this Special Order will be specified by the Company.

(k) The Company will arrange with the customer to accept end user account information to change end user account balances due. The methods, procedures, and manner in which the end user account data and changes are forwarded to the Company must be agreeable to the Company. The charges for End User Account Activity as set forth In (7)(7) following will apply.

However, if the customer provides end user account information to change end user balances due in a mechanized fashion which meets the requirements specified by the Company, the charges as set forth in (7)(7) following will not apply.

(3) Liability of the Company
Notwithstanding 2.1.3 preceding, the Company's liability for Optional Billing Service is as follows:

(a) If Optional Billing Service detail is not available because the Company lost or damaged records, the Company will attempt to recover any lost customer detail. If the lost customer detail cannot be recovered, the customer will be requested to resupply the detail. If the customer cannot resupply the detail, the Company will estimate the volume of lost customer messages and associated revenue based on previously known values and grant a corresponding credit adjustment to account for the unbillable revenue. This will be the extent of the Company liability for damages for detail deemed unrecoverable. Any recovered customer messages subsequently billed, for which credit adjustments were granted, will be excluded from customer amounts due. If the billing of Optional Billing Service detail is delayed due to lost or damaged records or processing system outages, or delays, payment to the customer on the estimated net revenue so delayed will be made on the date on which settlement would otherwise have been made.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(4) Obligations of the Customer (Cont'd)

(b) The customer will be responsible for all contacts and arrangements with its end users concerning the provision and maintenance of the customer's service, including (1) the billing, crediting, and adjusting of the customer services charges, and (2) end user deposits for service provided by the customer but not covered under Optional Billing Service. The customer will be responsible for collecting all end user balances due to the customer which were incurred prior to the start of the Company service under Section 15.2.4. It shall authorize the Company in writing to deny service to end users for non-payment subject to the conditions specified in Part 0, Section 2.1.1.B.16. (C)

(c) If the customer purchases Optional Billing Service without inquiry for a portion of or all its messages, the customer shall furnish the Company with written instructions concerning where inquiries are to be directed.

When the customer desires credit adjustments be made to the end user balance due, the customer shall furnish a statement for each end user account where the credit is desired. These statements should indicate the amount of the credit. The Company will determine the format of the statement. These statements may be furnished to the Company by End User Account Activity, as set forth in (7)(7) following will apply. However, if the customer provides these statements in a mechanized fashion which meets the requirements specified by the Company, the charges for End User Account Activity as set forth in (7)(7) following will not apply.

The customer shall notify its end users for whom the Company will not provide inquiry that the customer handles bill inquiries associated with Optional Billing Service.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(3) Liability of the Company (Cont'd)

(b) If the 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 law. If the error is caused by the Company and the Company cannot timely bill the proper end user, the extend of the Company's liability for damages will be the known amount misbilled or unbilled; when such amount is unknown, it will be the estimated amount, limited as set forth in (3)(a) preceding.

(c) In the absence of gross negligence or willful misconduct, no liability for damages to the customer, other person or entity other than that as set forth in (a) and (b) preceding shall attach to the Company.

(4) Obligations of the Customer

(a) The customer shall order Optional Billing Service under a Special Order. The customer will order Optional Billing Service for at least eighty percent of the combined total of (a) all its residential end users and (b) its business end users in an average of fewer than 100 customer messages per month who have subscribed or been allocated to the customer as their primary long distance carrier for traffic originating in the service area of the Company. The number of end users for whom the customer must order Optional Billing Service is hereinafter referred to as the customer commitment. At the time Optional Billing Service is initially ordered, the customer shall order the service for six years. Not later than six months prior to the end of the six year order period, the customer shall notify the Company in writing if service is to be reordered at the end of the contract period at the terms and conditions set forth in the Product Guide. Such notice is required to enable the Company to assure the customer that service will be continued into the new period without Interruption. Absent such notice, the Company will determine that service will not be reordered at the end of the period. Should the customer initiate a reorder of service later than six months prior to the end of the period, the terms and conditions as specified in (2)(e) preceding will apply. Notwithstanding, any reorder of service by the customer will be under the obligations specified herein and in (b) through (e) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(4) Obligations of the Customer (Cont'd)

(d) The customer agrees to permit the Company to determine the requirements for deposits, in accordance with standards used by the Company for its own services, and to collect customer service deposits from all end users of the customer's services for which the Company provides billing for the customer.

(e) The customer shall retain a copy of the rated customer messages detail furnished for Optional Billing Service for at least ninety days. Failure by the customer to retain a copy of its detail for the required ninety days will abrogate Company liability under (D)(3) preceding.

(5) Payment Arrangements and Audit Provision

(a) Audit Provision

(1) Upon written request by and at the expense of the customer, but not more frequently than at twelve-month intervals, the Company will conduct an audit, using an independent auditing firm for such purposes and in such form as the customer may reasonably specify, to verify specific amounts payable to and/or charged against the customer. The Company will make available to the independent auditing firm such information as may be required to complete the audit. If the audit shows an error, the Company or customer will promptly make payment to correct such error.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(5) Payment Arrangements and Audit Provision (Cont'd)
(a) Audit Provision (Cont'd)

(2) Upon written request by and at the expense of the Company, but not more frequently than at twelve-month intervals, the customer will conduct an audit, using an independent auditing firm for such purposes and in such form as the Company may reasonably specify, to determine whether the customer commitment under (4)(a) has been fulfilled for the preceding annual period of the Optional Billing Service order. The customer will make available to the independent accounting firm such information as may be required to complete the audit. If the audit shows noncompliance with the customer commitment, the customer shall pay the Company thirty percent of the difference between the Optional Billing Service charges which the customer would have incurred had the commitment been met and the amount actually paid. However, the customer commitment will not apply during such implementation period as may be agreed to by the Company for the Optional Billing Service.

(b) Minimum Period

The minimum period for which Optional Billing Service and Optional Billing Service Inquiry is provided and for which charges apply will be six years.

If the customer cancels the agreement at any time prior to the end of the six year order period, the customer shall be obligated to pay the Company minimum charges for the remainder of the six year term as specified in (5)(c) following.

(c) Minimum Billing Requirement

If the customer cancels the agreement at any time prior to the end of the six year order period, the customer at the end of each succeeding year, will pay to the Company thirty percent of the estimated charges, which would have been incurred by the customer if the agreement had not been cancelled. In addition, the customer will be responsible for any unpaid program development costs and any non-recoverable capital costs incurred by the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(5) Payment Arrangements and Audit Provision (Cont'd)

(d) Cancellation of a Special Order

A customer may cancel a Special Order for Optional Billing Service on any date prior to the agreed upon service date. The cancellation date is the date the Company received written or verbal notice form the customer that the Special Order is to be cancelled.

The verbal notice must be followed by written confirmation within ten days. The service date for Optional Billing Service is the date the customer and the Company mutually agree the service is to start.

When a customer cancels Optional Billing Service after the Special Order date, but prior to the agreed upon date that the service is to become effective, the customer will be responsible for a charge equal to the Special Order Charge, program development costs and any non-recoverable capital costs incurred by the Company.

(e) Changes to Special Orders

When a customer requests changes to a pending Special Order for Optional Billing Service, such changes will be undertaken if they can be accommodated by the Company. A charge equal to any costs incurred by the Company because of the change will apply. Such changes may require a new agreed upon service date if deemed necessary by the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)

(6) Rate Terms and Conditions

(a) The rate per message or customer charge for Optional Billing Service is determined by the following. The number of customer messages (i.e., sum of interstate and intrastate customer messages) and customer charges which have been billed in a calendar month will be divided by the number of end user bills rendered in that month with customer messages and/or customer charges and the answer rounded arithmetically to the nearest whole number to determine the average messages per bill. The corresponding rate for that average messages per bill will be as set forth in (7)(1) following. The rate so determined will then be multiplied by the volume of customer messages and customer charges to calculate the charges to be billed to the customer that month for Optional Billing Service.

(b) Different rates apply for Optional Billing Service inquiry depending on the total (i.e., sum of interstate and intrastate customer messages) number of customer messages for which the customer has ordered inquiry, billed for an end user account per month. The total number of customer messages for which inquiry has been purchased for each end user account will be determined and multiplied by the applicable rates set forth in (7)(2) following.

(c) The Special Order charge applies for each Special Order to establish or change Optional Billing Service. This is a one-time charge per customer order irrespective of the number of the end users, as set forth in (7)(3) following.

(d) When customer messages are data transmitted from a customer location to a Company location other than its billing location, a charge as set forth in (7)(4) following will apply for each record received at a Company billing location. The Company will determine this charge based on its count of the records received at a Company billing location, multiplied by the rate set forth in (7)(4). When customer messages are data transmitted directly to a Company billing location the applicable charge will be determined on an Individual Case Basis as also specified in (7)(4) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(6) Rate Terms and Conditions (Cont'd)

(e) The basic per hour rate and the premium per hour rate for program development, as set forth in (7)(5) following, is for the use of each Company employee for each hour of time spent on behalf of the customer. The Company will keep a count of the hours in half-hour increments used by all Company personnel to provide program development services and will bill the customer in accordance with these records. The time for each service ordered will be summed and then rounded to the nearest half-hour, except that when the total is less than on hour, one hour will be used to determine the charge. The Company will bill the customer by multiplying the time for each service by the applicable rates shown in (7)(5).

(f) The charge for reformatting messages, as set forth in (7)(6) following, applies for each message reformatted.

(g) The End User Account Activity charge as set forth in (7)(7) following, apply whenever the customer furnishes to the Company un-mechanized end user account information that changes the balance due associated with an end user account. These charges do not apply when the customer furnishes such statements in a mechanized fashion which meets the requirements specified by the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)

(7) Rates and Charges

The rates and charges are:

(a) Optional Billing Service
- per message or customer charge

Average messages per bill	Rate per message or customer charge	USOC 0B6
1	$.36	
2	$.18	
3	$.12	
4	$.09	
5	$.085	
6	$.08	
7	$.075	
8	$.07	
9	$.05	
10	$.0625	
11	$.06	
12 to 14	$.05	
15 to 20	$.0525	
Over 20	$.05	

(b) Optional Billing Service Inquiry

	Rates				USOC
	Messages per End User Account per Month				0BS
	1 to 10	11 to 100	101 to 600	over 600	
- per message	.0475	.0475	.0083	.0083	

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.2 BILLING SERVICE (Cont'd)
(D) Optional Billing Service (Cont'd)
(7) Rates and Charges (Cont'd)

	USOC	Rate
(c) Special Order Charge - per order		$20.00
(d) Data Transmission - per record received, Non-Company Billing Location	OTB	.00115
- per record received, Company Billing Location	OTB	ICB rates and charges apply
(e) Program Development, - Basic per hour, each employee (applicable to work performed within the Company's normal work schedule and using the normal work force)	PRDB1	55.00
- Premium per hour, each employee (applicable to work performed outside the Company's normal work schedule and/or which requires additions to the work force)	PDT	70.00
(f) Reformatting Messages - per customer message reformatted	OBJ	.0014
(g) End User Account Activity, - per adjustment	OBA	14.74

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)

12.2.3 Billing Analysis Service

At the request of an IC, the Company upon reasonable notice and with reasonable effort, will provide Billing Analysis Service for detection, investigation and deterrence of billing evasion activities.

The term "billing evasion activities" used herein denotes Message Billing Abuse and/or Network Abuse. Such abuse is the use of an access line (e.g., end user line or trunk, Pay Telephone line or other access line or trunk provided by the Company) where there is intent to circumvent or evade the proper charges in whole or in part for use of telecommunications services over the access line, or to conceal the points of origin or termination of telecommunications services.

Such activities include bypass or circumvention of Company billing equipment, unauthorized use of Company and IC service offerings, and unauthorized use of Company facilities.

(A) General Description

Billing Analysis Service is the provision of detection, investigation and deterrence of billing evasion activities.

Detection is the provision of equipment by the Company to identify and collect information on network abuse. Such equipment may be located in Company premises or offices or may be attached to access lines.

Investigation is the provision of investigative services to collect evidence to document that billing evasion activities are occurring, prepare reports, preserve evidence and supply expert witness analysis and testimony. Investigation also includes provision of services to coordinate the investigative activities between Exchange Telephone Companies and/or law enforcement agencies.

Deterrence is the contacting and interviewing of parties identified in billing evasion activities, supplying deterrent literature, educational programs and publicity assistance in publicizing billing evasion deterrance.

(B) Undertaking of the Company

(1) When Billing Analysis Service is ordered under a Special Order by an authorized Security representative of the IC, the Company will provide any one or all of the services as set forth in (2) through (5) following at rates and charges as set forth in (G) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(B) Undertaking of the Company (Cont'd)

(2) Detection Service will be provided for network abuse at any central office switch equipped to recognize and record irregular key pulse and multi-frequency signals upon receipt of a special order from an IC specifying the central office(s) where detection service is requested. Subject to the agreement of the Company, special construction for the provision of central office equipment to recognize and record irregular key pulse and multi-frequency signals may be undertaken at the request of the authorized Security Representative of the IC to meet the needs of the IC. Such special construction will be provided as set forth in Verizon's Tariff F.C.C. No. 3.

(a) Reports of detection service results will be provided on an office-by-office basis at the request of the authorized Security Representative of the IC. In offices equipped with their SIGI (Signaling Irregularity Detection Circuit) feature, there is a continuous scan for current signal irregularities. A weekly report of any signaling irregularities will be furnished for any of these offices. In offices without the SIGI feature, detection of signal irregularities can be provided utilizing portable equipment, if available. This service will provide a report of any signaling irregularities on the DDD toll trunks for the previous 30 days.

(b) A detection and documentation scan on an individual line will be provided when an authorized Security Representative of the IC provides a written request for such a scan. This request must include the nature of the suspected billing evasion activities and any evidence supporting the case. The Company reserves the right to deny this service in cases where in its judgment "probable cause" does not exist. The Company will notify the IC of the results of the scan. The scan and any associated material will not be provided until the Company is requested to do so by subpoena or lawful demands.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(B) Undertaking of the Company (Cont'd)
(2) (Cont'd)

(c) The detection service reports as set forth in (a) and (b) preceding will include, for a signaling irregularity observed, the following if available: (a) the calling NPA and telephone number (i.e., NXX-XXXX), (b) the called number (i.e., NPA and telephone number recorded by Company billing equipment), (c) signaling irregularity data, (d) the holding time of the call and (e) the date of the call. The report will be provided as a paper printout or microfiche at the discretion of the Company, and sent to the authorized Security representative of the IC by registered first class U.S. Mail service. However, an authorized Security representative of the IC may pick up the report at a location designated by the Company. The 30-day report will be available for mailing or pickup 2 weeks after the end of the 30-day period. Results of the continuous scan will be provided to the authorized Security representative of the IC by a written report and/or a telephonic report within six working days after the end of a weekly scan.

(3) Investigative Service will be provided by authorized Company Security personnel upon receipt of a Special Order from an authorized Security representative of the IC specifying the line or lines or billing evasion activity (i.e., message billing abuse and/or network abuse) to be investigated. The services provided include the provision of an identification report, collection of evidence, provision of a detection and documentation scan, preparation of an affidavit and prosecutive summary, preservation of evidence collected, assistance to law enforcement agencies and provision of expert witness analysis and/or testimony, the coordination of billing evasion investigative services and the review of an IC billing evasion control program.

(a) Provision of an identification report is the collection by Company personnel of billing information, party name, party address, service configuration, if any, and the preparation and submission of this information in a report to the authorized Security representative of the IC for each line or billing evasion activity specified by the IC.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(B) Undertaking of the Company (Cont'd)
(3) (Cont'd)

(b) Collection of evidence is the gathering of information pertinent to the line, message, or party associated with the billing evasion activity specified by the authorized Security representative of the IC. Collection of evidence includes a written notification to the authorized Security representative of the IC of the results of such gathering efforts. The Company will determine the information provided in the written notification.

(c) Preparation of an affidavit and prosecutive summary is the written documentation of the evidence collected by the Company personnel who performed such activities.

(d) Preservation of evidence is the placement of the collected evidence in a secure location under the control of Company Security personnel for a period of up to two years. Such preservation of evidence will be continued beyond two years by the Company when requested by appropriate law enforcement agencies or the authorized Security representative of the IC, and the charges for Preservation of evidence as set forth in 12.2.3(G)(3) following will apply.

(e) Assistance to law enforcement is the accompanying of duly authorized law enforcement personnel to a location where billing evasion activities have been determined to exist in order to identify billing evasion activity devices or materials. Company personnel will provide such assistance to law enforcement personnel only after law enforcement involvement has been arranged by the IC, or under services as set forth in (i) following. If such assistance is required at locations outside the operating territory of the Company involved, any out of pocket payments for travel and/or other expenses of Company personnel will be billed to the IC, except to the extent that such expenses are paid by the judicial system.

(f) Provision of expert witness analysis is the review, study and other technical support activities provided by Company experts to analyze and/or document whether devices and materials associated with an investigation furnished by the authorized Security representative of the IC or under services as set forth in (i) following, operate, perform or contain billing evasion activities. A written analysis report will be provided to the authorized Security representative of the IC. The expert will be selected by the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(B) Undertaking of the Company (Cont'd)
(3) (Cont'd)

(g) Provision of expert witness testimony is the preparation of testimony and the submission of such testimony in association with an investigation. A copy of the written testimony, if any, will be provided to the authorized Security representative of the IC. The expert witness will be selected by the Company. Any out of pocket payments for travel and/or other expenses of Company personnel will be billed to the IC.

(h) Coordination of billing evasion investigative services between Telephone Companies is the referral of investigative information to other Company Security personnel, provision of billing evasion information to other Company Security personnel, the collection of information from other Company Security personnel, and the tracking, collecting and reporting of the results of such investigations to the authorized Security representative of the IC.

(i) Coordination of billing evasion investigative activities of participating law enforcement agencies is the provision of billing evasion information to the law enforcement agencies, the collection of billing evasion information from the law enforcement agencies and the tracking, collecting and reporting of the results of such participation to the authorized Security representative of the IC. This coordination will be provided only upon receipt of written authorization from the authorized Security representative of the IC.

(j) Review of IC billing evasion deterrence control programs and related activities is advice to and/or training of IC personnel on billing evasion deterrence and preventive controls and the development of billing evasion deterrence and preventive control programs for the IC.

The Company will, at the request of the IC, provide investigation service on a premium time basis. When investigation service is provided on such a basis, premium time charges as set forth in 12.2.3(G)(3) following apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(B) Undertaking of the Company (Cont'd)

(4) Deterrence services will be provided at any location in the operating territory of the Company that Company Security personnel can safely and legally enter. Deterrence services will be provided, at the written request of the authorized Security representative of the IC, by written or telephonic notice. Deterrence services will be provided only after an investigation service has been provided by the Company and billing evasion activity is found to warrant such actions. Deterrence service includes the contacting and interviewing of parties identified by the Company as being involved in billing evasion activities, supplying deterrent literature, educational programs and publicity assistance for publicizing billing evasion activity deterrence.

(a) Contacting and interviewing of parties is the written or verbal notification to, or a face-to-face discussion with, a party or parties by Company Security personnel in order to deter further billing evasion activities. Contacting and interviewing is provided at locations identified by law enforcement agencies, the IC or the Company.

(b) Publicity assistance for publicizing billing evasion activity deterrence is the provision of information and personnel to aid in publicizing billing evasion activity deterrence. The Company will determine what information it will provide, if any, and will select the personnel and media, if any, to provide this service.

(C) Liability of the Company

Notwithstanding 2.1.3 preceding, the Company liability for Billing Analysis Service is as follows:

In the absence of gross negligence or willful misconduct, no liability for damages to the IC, other person or entity shall attach to the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)

(D) Obligations of the IC

(1) The authorized Security representative of the IC shall order all Billing Analysis Services under a Special Order, which is used to establish or change the services. The authorized Security representative of the IC shall order those Billing Analysis Services it wishes to receive.

(2) With each order, the IC shall designate and identify its authorized Security representative who will be responsible to protect the information and to whom the Billing Analysis Service information will be provided. The IC shall assure and take every effort to make sure the Billing Analysis System information is provided to and used only by authorized personnel involved in billing evasion activity matters.

(3) When Billing Analysis Service Investigation is ordered, the authorized Security representative of the IC shall furnish all known details of the billing evasion activities, including the access lines, parties or messages to be investigated, and shall furnish all necessary end user information it possesses to the Company Security personnel. Such known detail shall be sufficient to reasonably warrant Billing Analysis Service investigation by the Company. The specification of the access line, party or message to be investigated shall be in writing by the authorized Security representative of the IC.

(4) When law enforcement agencies are to be brought into the investigation, the authorized Security representative of the IC shall secure their participation or authorize the Company in writing to obtain and coordinate such law enforcement agency participation.

(5) When evidence collected by the Company is to be produced in connection with a judicial proceeding, the IC shall notify the Company of such a requirement in a timely manner.

(6) All inquiries from the IC's end user concerning services provided under this Product Guide are to be handled by the IC. Any questions to the Company shall be made by the authorized Security representative of the IC.

(7) Except as set forth in (B)(3)(i) preceding, publicizing of actions resulting from services provided under this Product Guide shall be the responsibility of the customer. The IC shall not publicize that the Company assisted the IC unless the IC has written permission to do so from the Company.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(D) Obligations of the IC (Cont'd)

(8) When the authorized Security representative of the IC orders detection service or a detection and documentation scan of an individual line, it shall specify in writing the offices, lines or parties to be included in the scanning and reports the Company will provide.

(9) When provision of expert witness analysis is ordered by the IC, the IC shall be responsible for furnishing the evidence to be analyzed unless the services as set forth in (B)(3)(i) preceding are ordered by the IC.

(10) When provision of expert witness testimony is ordered by the customer, the IC shall include the name, if any, of the Company expert it desires and when and where the testimony is needed.

(E) Payment Arrangements

(1) Minimum Periods

The minimum period for which Billing Analysis detection service continuous scanning is provided and for which charges apply is one week.

(2) Cancellation of a Special Order

An IC may cancel a Special Order for Billing Analysis Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the authorized Security representative of the IC that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for Billing Analysis Service is the date the Company Security organization receives the Special Order. When an IC cancels a Special Order for Billing Analysis Service after the order date but prior to the start of service, a charge as listed following shall apply.

(a) For detection service, the per report charge for each 30-day report ordered, the per week charge for each office where a continuous scan is ordered and the per occurrence charge for each documentation detection ordered.

(b) For investigative service, two times the appropriate hourly charge for the service ordered.

(c) For deterrence service, two times the contact and interview of parties hourly charge for the service ordered.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(E) Payment Arrangements (Cont'd)

(3) Changes to Special Orders

IC requested changes to a pending Special Order for Billing Analysis Service, will be undertaken if they can be accommodated by the Company. However, all changes to pending orders for detection service will be considered as a discontinuance of the pending order and the placement of a new order and appropriate charges will apply. Any additional time required on the part of Company personnel will be billed to the IC at the appropriate hourly charges.

(F) Rate Terms and Conditions

(1) The charge per report for the 30-day report, as set forth in 12.2.3(G)(2) following, applies for each report provided to an IC even though no signaling irregularities are found.

(2) The charge per office per week for continuous scan as set forth in 12.2.3(G)(2) following applies for each week of service even though no signaling irregularities are found.

(3) The per hour rate for investigative service and/or deterrence service is for the use of one hour of one Company Security person's time.

(4) The Company will keep a count of the hours and fraction thereof used by Company personnel to provide the service the IC ordered 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 charges.

(5) Premium time is all hours for work performed outside the Company's normal work schedule and/or which requires additions to the work force.

(6) The Billing Analysis Service Special Order charge applies for each Special Order accepted by the Company for any Billing Analysis Service.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 Billing Analysis Service (Cont'd)
(F) Rate Terms and Conditions (Cont'd)

(7) A monthly charge applies for the provision of all Billing Analysis Services or any portion of Billing Analysis Service.

Upon the written request of the IC or its authorized Security representative, the Company will arrange to discontinue the provision of all Billing Analysis Services. All such services will be terminated and the monthly charge will cease 90 days after the receipt of such a request.

(8) When an IC orders both interstate and intrastate Billing Analysis Service, the charge is 0.5 times the monthly rate shown in (G) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.3 BILLING ANALYSIS SERVICE (Cont'd)

(G) Rates and Charges (Cont'd)

	USOC	Monthly Rate	Nonrecurring Charges
(1) Billing Analysis Service Charge	BSWCX	$2,000.00	-
(2) Detection Service			
- 30-Day Report per office, per report	HCCR+		$2,000.00
- Continuous Scan per office (SIGI), per week	HCCS+		101.33
- Documentation Scan per line, per occurrence	HCCD+		600.00
(3) Investigative Service			
- Identification Report, per hour	HCCF+		l05.00*
- Collection of Evidence, per hour	HCCE+		l05.00*
- Preparation of Affidavit and Prosecutive Summary, per hour	HCCA+		l05.00*
- Preservation of Evidence, per week	HCCP+		30.62
- Assist Law Enforcement, per hour	HCCL+		l05.00*
- Provision of Expert Witness Analysis, per hour	HCCW+		l40.00*
- Provision of Expert Witness Testimony, per hour	HCCT+		l20.00*
- Coordination Services, per hour	HCCC+		l05.00*
(4) Deterrence Service			
- Contact and Interview of Parties, per hour	HCC1+		l05.00
- Publicity Assistance, per hour	HCC2+		l05.00
(5) Billing Analysis Service			
- Special Order Charge, per Special Order			20.00

*Premium time per hour rates are two times the per hour rates.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)

12.2.4 BILLING INFORMATION SERVICE

At the request of a customer that has purchased Bill Processing Service, or Private Line Billing Service, the Company will provide information to the customer from its customer records, billing files and account data base.

(A) General Description

Billing Information Service is the provision of information to the customer from Company Billing information systems containing customer records of message detail, account detail, service and equipment detail, non-sent paid indicators, Customer Name and Address (CNA) information and such other information as may be available.

Message detail is message-billed records in exchange message record (EMR) format in the Billing Information file.

Account detail is data that furnishes the end user name, billing address and billing parameters other than message detail and/or service and equipment detail.

Service and equipment detail is data associated with the customer's rate elements.

Such Billing Information Service will be limited to the provision of information to a customer relating exclusively to end user services provided by that customer and deemed essential by the Company for the customer to either answer end user billing inquiries regarding customer services or to properly bill the customer's services. Information relating to services provided by any other entity will not be provided.

Information is defined as any entry in the records or data base which is not listed as proprietary to the Company. Any entry listed as proprietary to the Company will not be provided.

Requests from a customer for non-proprietary information, at the option of the Company, will be provided after reviewing the specific data requested. Charges will be applied on an Individual Case Basis.

Upon acceptance by the Company of a request for non-proprietary information from a customer, the Company will determine the period of time to implement such request on an Individual Case Basis.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)

(B) Undertaking of the Company

(1) When Billing Information Service is ordered by the customer, and the Company has agreed to provide the information requested, the Company will do so as set forth in (2) through (11) following on an Individual Case Basis.

(2) A message end user is an account with customer message or bulk-billed detail (for a bill period) or an account which is marked, as set forth in (6) following, or established as an end user of the customer's message or bulk-billed services.

Message detail, account detail and/or service and equipment detail which is confidential due to legal, national security, end user or other appropriate requirements will not be provided. If the customer requires this information in order to bill its services, it shall secure written permission and/or the appropriate clearances from the end user or the appropriate federal agency to obtain the information from the Company. The customer shall furnish the Company the written permission obtained from the appropriate source for the information to be released.

(3) Upon request from an authorized supervisor of the customer for end user information when automatic number identification (ANI) service is provided to the customer by the Company or when the customer offers a telecommunications service for which the billing is based on authorized calling or called parties, the Company will provide information from its non-sent paid records. Only current information which resides in the data base will be provided.

(4) Where Company facilities are available and subject to the agreement of the Company, information may be provided from Company information systems on an interrogation basis at the request of the customer. The method of interrogation will be determined by the Company.

The non-sent paid interrogation file will be updated each business day to reflect current end user information. The accounts interrogation file will be updated each bill day (day bills are printed for distribution) to reflect current end user information.

If it is necessary for the Company to develop an interrogation program for the customer, program development charges, as set forth in (G), apply for the hours required to design, develop, test and maintain the necessary programs.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(B) Undertaking of the Company

(5) Company records information will be provided on a total file and/or file update basis as follows:

(a) The total file basis will permit the customer to receive, at the customer's option, all the end user information that is authorized for the customer's use. The total file output will contain end user information for the current billing period. The billing period will be set by the Company. After the information system ordered by the customer is in service, the data will be available from the Company within a mutually agreed upon time frame.

Once available, the data will be provided to the customer in electronic format. When the information is data-transmitted to the customer, the data transmission charges will be determined on an Individual Case Basis.

(b) The file update basis will permit the customer to receive, at the customer option, all the end user information that is authorized for the customer's use. The file update output will contain end user information for the current billing period only. The file updates will include those records added and those records deleted, if any. (Deleted records may not be retained in all instances by the Company). For accounts record information, the file updates may be provided on a monthly interval. For non-sent paid information, the file updates may be provided for each business day.

(6) The Company will, at the request of the customer, mark any non-customer credit card message-billed message end user account as a user of the customer's message services, after marking is ordered, at the time the first message is posted to the end user account. If not marked at the request of the customer, such an end user account will not be identified as a customer account unless there are customer message details associated with the account in the toll detail file for the period for which message detail is ordered by the customer. Customer bulk-billed message end user accounts and message end user accounts with customer credit cards or customer subscription charges or other rate elements unique to the customer are identified as customer accounts. The mark will be removed at the request of the customer. Charges apply to mark the account and maintain the mark in future months as set forth in (G)(5) following.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(B) Undertaking of the Company (Cont'd)

(7) Upon acceptance by the Company of a Special Order to establish or change Billing Information Service from a customer, the Company will determine the period of time to implement such service on an Individual Order Basis. Charges as set forth in (G)(7) following will apply.

(8) The Company will provide the format for interrogation of its data files from its Billing Information files.

(9) If the customer requests the information ordered by the customer be resupplied by the Company because of incorrect customer specifications or errors, the Company will attempt to resupply the information in accordance with a new customer order. All appropriate charges, as set forth in (G) following, will apply.

(10) Where facilities are available and subject to the agreement of the Company, updating of customer data bases or files from Company data processing terminals or equipment in Company locations may be undertaken at the request of the customer. The charges for such a service will be determined on an Individual Case Basis.

(11) Upon request from an authorized supervisor of the customer who furnishes the account code assigned by the Company, the Company will provide name and town information from its CNA bureau. The CNA name and town data, but not street address, will be provided only when the customer needs the information to authorize a call, to bill a call, or to handle an emergency situation. The information will be provided on a request by request basis by voice telecommunications. Name, town and state will be provided for a telephone number. A request includes the handling of one call and providing the data for one telephone number.

The Company will specify the location where requests are to be received and the format in which the request is to be made.

If the name and address associated with the telephone number is restricted due to the request of the end user, legal authority or law enforcement agency, no name or town location will be provided.

At the request of the customer, written confirmation of the name and town location will be sent to the authorized supervisor making the request by the first class U.S. Mail service.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)

(C) Liability of the Company

Notwithstanding 2.1.3 preceding, the Company liability for Billing Information Service is as follows:

In the absence of gross negligence or willful misconduct, no liability for damages to the customer, other person or entity shall attach to the Company.

(D) Obligations of the Customer

(1) The customer shall order Billing Information Service under a Special Order. The customer shall order those Billing Information Services for the states where it wishes to receive the services and shall specify how often it wishes the service to be provided.

(2) With each order, the customer shall identify the authorized individual and address to receive the Billing Information Service output. When interrogation is ordered, the customer shall identify the authorized terminals and authorized individual(s) who will be responsible for requesting and supplying the information necessary to perform the interrogation.

(3) The customer shall make every effort to insure that Billing Information Service output and interrogation capability is provided only to authorized personnel. The customer shall agree, in writing to the Company that the customer will not provide the Billing Information Service outputs to third parties for any use by such third parties except for work for the customer and which is under complete control of the customer.

(4) The customer shall furnish, to the Company, when File Interrogation Service is ordered, an estimate of the number of requests per business day that the Company will be asked to handle for each data base and file from which File Interrogation Service is ordered. Charges for this service will be determined on an Individual Case Basis.

(5) The customer shall be responsible for all contacts and inquiries from its end user concerning Billing Information Service.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(D) Obligations of the Customer (Cont'd)

(6) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of Billing Information Service.

(7) When the customer orders marking of non-customer credit card message-billed message end user accounts, all accounts containing that customer's messages will be marked starting with the next bill period and marking will continue until the customer orders marking discontinued. The customer shall, when it orders marking removed, provide 30 days advance notice and furnish the telephone number of each end user account for which the mark is to be removed in a format acceptable to the Company. The mark will be removed prior to the next bill period following the expiration of the 30 day notice.

(8) When CNA service is ordered, the customer will identify in writing and include the account codes assigned by the Company of all authorized individuals who will contact the CNA bureau.

(E) Payment Arrangements

(1) Minimum Periods and Minimum Monthly Charges

The minimum period for which Billing Information Service file is systems provided and for which charges apply is one year.

(2) Minimum Periods and Minimum Monthly Charges

The minimum monthly charges for File Interrogation Service are the charges for the total number of requests per business day furnished by the customer as set forth in 12.2.4(D)(4) preceding times 18 (i.e., 20 business days per month times 0.9).

When the customer discontinues File Interrogation Service prior to the end of the one year minimum period, the minimum monthly charge for File Interrogation Service will apply for each remaining month and fraction of a month.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(E) Payment Arrangements (Cont'd)

(3) Cancellation of a Special Order

A customer may cancel a Special Order for Billing Information Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for a Billing Information Service is the date the Company notifies the customer that the Company is ready to provide Billing Information Service data or receive interrogation requests.

When a customer cancels a Special Order for Billing Information Service after the order date but prior to the start of service, charges as listed following shall apply.

(a) For any service, the appropriate per hour rate for all hours expended by the Company to provide the service.

(b) For any service, any expense for equipment obtained for the service where such equipment cannot be reused within six months.

(4) Changes to Special Orders

When a customer requests changes for a pending Special Order for Billing Information Service, they will be undertaken if they can be accommodated by the Company. Any additional time required on the part of Company personnel will be billed to the customer at the appropriate hourly charges.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)

(F) Rate Terms and Conditions

(1) The number and type of records for which charges apply as set forth in 15.4.7 following will be accumulated by the Telephone Company and the Telephone Company will bill the customer in accordance with these accumulations on an Individual Case Basis (ICB). A record is a logical grouping of information as described in the programs that process the information and load the data file used to supply the detail which is data-transmitted. For each service and type of output ordered, the number of records processed by the Telephone Company to prepare the output will be used to determine the charges. 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 data file, whichever number of records is higher.

(2) The number of hours and fraction thereof for which charges apply as set forth in (G) following will be accumulated by the Company. The per-hour rate is for the use of one hour of one Company programmer. The Company will bill the customer for hourly charges in accordance with these accumulations. The accumulated hours for Company personnel in addition to programmers required to implement the services will be summed and rounded to the nearest hour and will be included in the Individual Case Basis charges. When the total is less than one hour, one hour will be used to determine the charges.

(3) When records are entered on a data file in order to provide information to a customer, the per-data file charge applies for each data file prepared. In addition the per-record charge applies for each record entered on the data file. The Company will determine the charges based on the number of data files or tapes prepared and on its count of the records entered on the data file.

(4) When marking of message end user accounts is ordered, the marking charge applies for each end user account marked. Once an account is marked, the maintenance of mark charge applies for each bill rendered following the placing of the mark of the account until the customer requests the mark be removed. No charges apply to remove the mark.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(F) Rate Terms and Conditions (Cont'd)

(5) The Billing Information Service Special Order Charge applies for each Special Order accepted by the Company for any Billing Information Service.

(6) When a CNA request is received, the Company will keep a count of the requests. The Company will bill the customer in accordance with these records even though the Company was not able to provide a name and town location for all requests.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)

(G) Rates and Charges

	USOC	Rates
(1) Billing Information System Files	2FH++	
per record processed		ICB rates and charges apply.
(2) File Interrogation Service per Interrogation Service request received	2FG++	ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(G) Rates and Charges (Cont'd)

	USOC	FID	Rates
(3) Program Development charge,			
- Basic, per hour (applicable to work performed within the Company's normal work schedule and using the normal work force)	PRDBN	AHM N	$55.00
- Premium, per hour (applicable to work performed outside the Company's normal work schedule and/or which requires additions to the work force)	PRDBP	AHM P	$70.00
(4) Data transmission to a Customer location of Billing Information Service details, per record transmitted	DRU++		ICB rates and charges apply.
(5) Marking of Message End User Accounts,			
- marking, per end user account	MDBEA		$ .0400
- maintenance of mark, per end user account per month	MDBPM		$ .0002
(6) Updating of Customer Data Base or Files, per record transmitted	BAG++		ICB rates and charges apply.
(7) Provision of Billing Information Service, Special Order Charge per Special Order			$20.00

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(G) Rates and Charges (Cont'd)

	USOC	FID	Rates
(8) Customer Name and Address (CNA) Information Service			
- CNA interrogation, per request received	CNT++		ICB rates and charges apply.
- CNA interrogation confirmation, per request confirmed	CN6++		ICB rates and charges apply.

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)

(H) Rates and Charges for Billing Information System Files Provided on an Individual Case Basis

	IC Name	Description	USOC	Rates
(1)	AT&T Communications	AT&T Communications Calling Card, per record processed	2FHFC	$.075
(2)	AT&T Communications	Billed Revenue Marketing Information System, per record processed	2FHFB	$.0253
(3)	AT&T Communications	Centralized Message Data System II, per record processed	2FHFD	$.0065
(4)	AT&T Communications	Interim Order Negotiation Support System, per record processed	2FHFF	$.015
(5)	AT&T Communications	Market Analysis of Revenue and Customers, per file processed	2FH7G	$2,000.00
(6)	AT&T Communications	Market Analysis of Revenue and Customers/Customer Analytic Profile Systems, per record processed	2FHFH	$.01
(7)	AT&T Communications	Overseas Message Database, per record processed	2FHFJ	$.004
(8)	AT&T Communications	Public Operational and Information Network System, per record processed	2FHFK	$.01
(9)	AT&T Communications	Presales Study Management System, per record processed	2FHFL	$.0253

GRANDFATHERED ACCESS SERVICES

12.2 BILLING AND COLLECTION SERVICES (Cont'd)
12.2.4 BILLING INFORMATION SERVICE (Cont'd)
(H) Rates and Charges for Billing Information System Files Provided on an Individual Case Basis (Cont'd)

	IC Name	Description	USOC	Rates
(10)	AT&T Communications	Product and Services Information System, per record processed	2FHFE	$.075
(11)	AT&T Communications	WATS Information System, per record processed	2FHFM	$.03
(12)	AT&T Communications	AT&T Billing Data Interface, - per fiche record processed - data base access per terminal	2FHFO	$.14 $100.00

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK

12.3.1 DESCRIPTION

(A) General

Public Data Network (PDN) is a service which provides network transport for data services. The service utilizes packet switching technology (where a message is divided into blocks - packets - with a fixed maximum length) and digital transmission facilities to provide common user switched data transport. The PDN consists of packet switches, access concentrators with modems and analog and digital facilities which provide for the simultaneous two-way transmission of data signals at various speeds. The PDN connects customer (end users) to customer (information providers/end users).

Customers access the PDN in three ways; by using exchange telephone service to dial a seven-digit number; by having direct access at four different speeds; and by having packet switch access at two different speeds.

Information providers are connected to the packet switch through channels as described in Section 6 of this Part B of the Product Guide or the Channel Service, Part C of the Product Guide.

The technical specifications for PDN service are as described in Verizon Publication TR 72211.

PDN provides the ability to originate and terminate calls (messages) between a customer location and information providers or other packet networks as follows:

(1) Exchange Service Access
  (a) Dial Access - Originate Only
  (b) ISDN Direct - Originate and Terminate

(2) Direct Access - Originate and Terminate

(3) Packet Switch Access - Originate and Terminate

The originating and terminating messages are transported through the network in data packets. Data packets pass from the access concentrator to the packet switch in the originating or terminating direction. Packets remain in the proper sequence by means of the establishment of virtual circuits using transport capabilities of the X.25 protocol.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)

(B) Protocol Conversion

Protocol conversion (Asynchronous to X.25 or X.25 to Asynchronous) is provided by the Company on a non-tariffed basis. The customer should contact his/her appropriate Company representative for applicable rates and terms of service.

(C) Billing Options

PDN provides different billing options depending upon the type of customer access. The billing options are:

(1) Dial Access
Reverse charge only.

(2) Direct Access And Isdn Direct Access

(a) Originating calls are initiated by the Direct Access and ISDN Direct Access customer and are billed as follows:
1. Standard - Unless specifically identified on a call by call basis all originating traffic will be charged to the calling party.
2. Reverse Charge - Unless specifically identified on a call by call basis all originating traffic will be reverse charged to the called party.

(b) Terminating calls are received by previously selecting one of the following:
1. Reverse Charge Acceptance - Customers who select this option will accept the charges for all calls sent to the network address(es) assigned to the customer.
2. Reverse Charge Denied - Customers who select this option will only be able to receive calls that have been billed to the originating caller, see B.1. preceding.

(3) Packet Switch Access

(a) Originating - See (2)(a) preceding.
(b) Terminating - See (2)(b) preceding.
(c) Usage charges associated with calls transmitted on a reverse charge basis to a direct access customer who does not subscribe to reverse charge acceptance capability will be billed to the originator of the call.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)

(D) Performance Specifications

The customer may expect during the busy hour, peak load time, the following availability of the system.

PDN System	99.99%
Access Concentrator	99.99%
Service Time	24 hr/day; 7 days/wk

(E) Rate Categories

There are four rate categories which apply to the Public Data Network:
- Access Connection
- Network Usage (Including Dial Access)
- Optional Features
- Rearrangement Charge

In addition, the rates and charges, as specified in Section 6 of this Part B of the Product Guide, apply for each interLATA special access line connected to an access concentrator or packet switch and interoffice facility mileage charges, if applicable. Rates and charges, as specified in the Channel Service, Part C of the Product Guide, apply for each intraLATA channel connected to the access concentrator or packet switch and interoffice facility mileage charges if applicable. Local exchange service applies for intraLATA dial access and ISDN Direct Access. Intrastate Switched access applies for interLATA dial access.

(1) Access Connection

The Access Connection rate element provides a dedicated connection to an access concentrator or a packet switch. There are two types of access connections, the Direct Access Connection and the Packet Switch Access Connection. These are described in (a) and (b) following.

(a) A Direct Access Connection provides the customer dedicated access to a port on the access concentrator at transmission speeds of up to 1.2, 2.4, 4.8 and 9.6 Kbps, with either asynchronous, bisynchronous[1] or X.25 protocol.
(b) A Packet Switch Access Connection provides the customer with a dedicated connection to a port on the packet switch at transmission speeds of 9.6 or 56.0 Kbps with either X.25 or X.75 protocol.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(E) Rate Categories (Cont'd)

(2) Network Usage

The Network Usage rate elements provide a customer the ability to send packets of data and the transport of those packets, to another customer. There are two types of Network Usage; Network Connection Time and Kilopacket Transport. These are described in (a) and (b) following.

(a) Network Connection Time

Network Connection Time provides a Dial Access customer the use of the network from the time the call is connected until it is terminated. Network Connection Time is billed to the terminating network address of the PDN dial access call.

(b) Kilopacket Transport

Kilopacket Transport provides for the routing of the packets over the PDN in both the originating and terminating directions. Usage charges are based on the number of kilopackets transmitted over the PDN for all types of access except Transaction Service Access.

NOTE 1: Speeds of up to 2.4 Kbps, 4.8 Kbps and 9.6 Kbps are available with bisynchronous protocol.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(E) Rate Categories (Cont'd)

(3) Optional Features

The Optional Features rate elements provide the capability for Direct or Packet Switch Access customers to interact with the PDN in various ways as follows:

(a) Call Redirection - Call Redirection allows the customer's virtual calls to be automatically forwarded to an alternate destination, if the original destination is busy, out of order, or has requested systematic redirection. The number of redirects per call is limited to one. Call Redirection is offered on an X.25 basis or on an asynchronous and/or bisynchronous basis; calls will not be redirected to an X.75 protocol access connection.

(b) Closed User Group (CUG) - CUGs allow customers to pre-select a specific set of other customers with whom to communicate privately. Each customer channel may belong to as many as ten CUGs. The five types of CUGs supported are:

- Incoming Access Only - The customer receives incoming calls from customer other than the selected CUGs.
- Outgoing Access Only - The customer makes outgoing calls to customers other than the selected CUGs.
- Unrestricted Access - Standard
- Denial of Incoming Calls - The customer will not accept incoming calls from outside the selected CUGs.
- Denial of Outgoing Calls - The customers will not make outgoing calls to the selected CUGs.

(c) Mnemonic Addressing - Mnemonic Addressing allows the automatic translation of a three or four character code word into a data telephone number identifying the called address. This facility is available to a customer on Packet Switch Access and Direct Access.

(d) Monthly Detailed Connection File - The capability can be provided to customers to receive detailed call completion records associated with all customer direct or packet switch connections within an account. This file is only available to the customer being billed for the service and contains all network usage.

Not available with X.75 protocol.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(E) Rate Categories (Cont'd)
(3) Optional Features (Cont'd)

(e) Multiple Channel Hunt Group - Multiple channels can be arranged in a hunt group with a single network address. Terminating calls are distributed equally over the ports. Hunt groups can have a maximum of sixty-four channels.

(f) Multiple Network Addresses - Customers may obtain for each direct or packet switch connection, multiple network addresses to which messages can be delivered according to the customers predetermined specifications.

Only available with asynchronous and X.25 protocols.

(g) Packet Size Negotiation - Provides the capability for a customer to transmit/receive packets containing a maximum of 256 octets (eight bits each) of data. Default maximum packet size is 128 octets.

Only available with X.25 and X.75 protocols.

(h) Permanent Virtual Circuit (PVC) - PVCs allow direct and packet switch access customers to establish a dedicated path which provides a security/privacy feature between themselves and a specific location.

(i) Throughput Class Negotiation - This function permits negotiation on a per call basis of the throughput classes/speed for each direction of data transmission. The attainable throughput on a virtual circuit is constrained by the access line characteristics, the local window sizes and the number of active virtual circuits at both the local remote DTE/DCE interface. Throughput Class is expressed in bits per second.

Only available with X.25 and X.75 protocols.

(j) Window Size Negotiation - The window size is defined as the maximum number of unacknowledged packets allowed at any given time. Default window size is two packets. Negotiated maximum window size is three packets.

Only available with X.25 and X.75 protocols.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(E) Rate Categories (Cont'd)

(4) Rearrangement Charge

The Rearrangement charge rate element provides the capability for direct or packet switch access customers to change the speed of the modem, e.g., from 1.2 Kbps to 4.8 Kbps, or the port, without changing the network address to which the channel is connected, or to change the protocol, e.g., X.25 to X.75 or the protocol parameters, e.g., one billing option to another. The Rearrangement Charge is also applicable when certain features are added or changed subsequent to the installation of the associated access service as described in Section 12.3.3(C).

(F) Product Guide Jurisdiction

This Product Guide contains the rates and terms and conditions applicable for Public Data Network Service. The service is also available on an interstate, interLATA basis as specified in Verizon Tariff FCC No. 1 and on (C)
an interstate, intraLATA basis as specified in this Product Guide. All (C)
charges (i.e., nonrecurring, monthly and/or usage) including those for any required channel services will be billed entirely from the appropriate tariff or Product Guide. The determining factor is the usage, i.e., if any portion of the usage is interstate then the entire service is interstate and must be purchased from Verizon Tariff FCC No. 1.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)

(G) Provisioning And Descriptions Of Customer Access

(1) Dial Access

(a) Description

Dial Access is initiated within the local calling area by dialing a seven digit telephone number (PDN access number) via a customer's existing exchange line. Dial access is provided by the Company from this Product Guide and the charges specified therein apply for each completed call to the PDN access number. Dial access supports asynchronous protocol. (C)

Three forms of Dial Access are as follows:

(1) Generic Dial Access

Users will access these ports by dialing a telephone number and then must furnish via the connected data terminal equipment (DTE), the Network Address with which the calling user wishes to converse. In addition, the user must manually negotiate with PDN, on a call-by-call basis, as to the transmission speed (up to 2400 bps), character parity, and other parameters of each transaction.

(2) Transaction Service Access

Users will access these ports by dialing a telephone number and then must furnish, via the connected DTE, the Network Address with which the calling user wishes to converse. Kilopacket Transport and Network Connection Time do not apply to Transaction Service. In addition, Transmission Speeds are limited to 300 and 1200 bps only. Transaction Service Access replaces former Point-of-Sale Access.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(G) Provisioning And Descriptions Of Customer Access (Cont'd)
(1) Dial Access (Cont'd)
(a) Description (Cont'd)

3. Auto Call Ports/Dedicated Dial Ports

Specially programmed PDN dial-in ports, assigned to a customer and accessed by a telephone number, which allows the connection of a dial-in terminal directly to a host data base within the PDN equipped LATA or to an external DTE via the services of an Interexchange Carrier (IC). The connection is effected without the need for the originating DTE to specify call routing details on a per call basis. Essentially, as soon as the PDN dial-up modem "handshakes" with the modem of the originating DTE, a call request packet is transmitted to the terminating DTE and a virtual connection is established. Dedicated Dial Ports perform the same function as Auto Call Ports. The difference between the two services is that Dedicated Dial Ports include the ports themselves and the associated modems. The associated "dialtone" line is ordered by the customer this Product Guide. This allows customers to tie the PDN service into their existing local service. (C)

Auto Call and Dedicated Dial Ports are available at speeds of 300 and 1200 or 2400 bps only. In addition, Network Connection Time does not apply.

Hunt groups are available for Direct Access customers that have multiple Auto Call Ports served out of the same PAD.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(G) Provisioning And Descriptions Of Customer Access (Cont'd)

(2) Direct Access

(a) Description

Direct Access is provided through channels as defined in Channel Service, Part C of this Product Guide and Section 6 of this Part B of the Product Guide to connect the customer to a port on the access concentrator. Direct Access supports three types of access concentrator protocols, asynchronous, bisynchronous and X.25. Each Direct Access Port has a unique network address. Direct access is provided with transmission speeds of up to 1.2[1], 2.4, 4.8 and 9.6 Kbps.

The three types of Direct Access are described as follows:

1. Asynchronous Protocol
Asynchronous protocol provides the capability of establishing a single communications link from the customer through the PDN.

2. Bisynchronous Protocol
Bisynchronous protocol provides the capability of establishing a communications link that supports up to thirty two addresses at speeds of up to 2.4 Kbps, 4.8 Kbps and 9.6 Kbps

3. X.25 Protocol
X.25 protocol provides the capability of establishing multiple virtual communication links from the customer through the PDN. The maximum number of links established is determined by the speed as follows:

Speed	Virtual Links
1.2 Kbps	4
2.4 Kbps	8
4.8 Kbps	16
9.6 Kbps	32

All Optional Features described in 12.3.1(E)(3) are available with X.25 protocol.

NOTE 1: Speeds of up to 2.4, 4.8 and 9.6 Kbps are available with bisynchronous protocol.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(G) Provisioning And Descriptions Of Customer Access (Cont'd)
(2) Direct Access

(b) Technical Specifications

The technical specifications defined in Section 6 of this Part B of the Product Guide and the Channel Service, Part C of the Product Guide, apply for channels provided for connection to the access concentrators.

(3) Packet Switch Access

(a) Description

Packet Switch Access is provided through channels as defined in Section 6 of this Part B of the Product Guide and the Channel Service, Part C of the Product Guide,to connect a customer directly to a port on the packet switch. This arrangement supports high speed 9.6 or 56.0 Kbps high throughput channels and either X.25 or X.75 protocol. X.75 protocol provides load distribution. Packet Switch Access has the capability of establishing multiple virtual communication links from the customer through the PDN.

1. X.25 Protocol

The maximum number of multiple virtual communication links established is determined by the speed as follows:

Speed	Virtual Links
9.6 Kbps	128
56.0 Kbps	256

All Optional Features as described in 12.3.1(E)(3) are available with X.25 protocol.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.1 DESCRIPTION (Cont'd)
(G) Provisioning And Descriptions Of Customer Access (Cont'd)
(3) Packet Switch Access (Cont'd)
(a) Description (Cont'd)

2. X.75 Protocol

The maximum number of multiple virtual communication links established is determined by the speed as follows:

Speed	Virtual Links
9.6 Kbps	128
56.0 Kbps	256

The following Optional Features as described in 12.3.1(E)(3) are offered.

- Closed User Group
- Mnemonic Addressing
- Monthly Detailed Connection File
- Packet Size Negotiation
- Permanent Virtual Circuit
- Throughput Class Negotiation
- Window Size Negotiation

(b) Technical Specifications

The technical specifications defined in Section 6 of this Part B of the Product Guide and the Channel Service, Part C of the Product Guide, apply for channels provided to the packet switch.

(c) Temporary Takedown

With prior written notice to the Company, a Packet Switch Access customer may request temporary takedown (removal from service) of a packet switch access port. The two available takedown procedures are described in Bell Atlantic Publication TR 72211.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)

12.3.2 RATE TERMS AND CONDITIONS

(A) Limitations

The provision of access to the PDN by the Company is subject to the availability of such facilities.

The customer shall provide terminal equipment in accordance with the interface specifications as described in Bell Atlantic Publication TR 72211.

(D)

To preclude operator interruptions, dial access is not recommended from a coin operated telephone except on a third party or credit card basis.

Generic Dial usage is rated on both network connection time and kilopackets transmitted.

Direct and packet switch access customers must subscribe to an adequate number of channels to handle terminating calls in order not to impair the network.

The temporary takedown of a Packet Switch Access port, as described in 12.3.1.(G)(3)(a), will not effect the billing for network usage, the port, or the associated 9.6 or 56.0 Kbps channels provided from this Product Guide or the Channel Service, Part C of the Product Guide,.

Multiple Network Addresses are available in additional blocks of one hundred, up to a maximum of one thousand.

With bisynchronous protocol additional sets of four addresses are available. Customers may subscribe to a maximum of seven additional sets per port for a total of eight sets or thirty-two addresses per bisynchronous port.

Packet Size Negotiation is only available for a maximum size of 256 octets per packet. Billing for kilopackets with this option is at the 128 octet rate.

Bisynchronous port use is restricted to communication with other bisynchronous ports. No bisynchronous kilopacket traffic will undergo protocol conversion.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.2 RATE TERMS AND CONDITIONS (Cont'd)
(A) Limitations (Cont'd)

Window Size Negotiation provides for the maximum number of unacknowledged packets allowed at a given time to be three. The default window size is two.

Analog Packet Switch Access is only available at a speed of 9.6 Kbps.

Dedicated Dial is only available from those Company Central Offices equipped with an Access Concentrator.

Auto Call is only available from PDN-served Central Offices.

Speeds of 2.4, 4.8 and 9.6 Kbps are available with digital Direct Access.

Transaction Service is only available at speeds of 300 and 1200 bps.

Throughput Class Negotiation is not permitted above the prescribed speed of the Direct or Packet Switch access line.

(B) Minimums

The minimum service period for PDN monthly rate categories is one month.

The minimum Network Connection Time charge for Generic Dial Access is based on one minute per call.

The minimum charge for Kilopacket Transport usage is one kilopacket.

The minimum service period for all channels connected to PDN is as specified in this Part B of the Product Guide or the Channel Service, Part C of the Product Guide.

The minimum charge for Transaction Service is one transaction. Each transaction consists of up to 12 packets of transmitted data.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)

12.3.3 RATES AND CHARGES

(A) Access Connection

(1) Direct Access

	Nonrecurring Charge	Monthly Rate	USOC
(a) Asynchronous Protocol, Per port for transmission speeds of:			
- 1.2 Kbps	$ 71.81	$ 33.00	LDD97
- 2.4 Kbps	71.81	48.00	LPP24
- 4.8 Kbps	71.81	75.00	LPP24
- 9.6 Kbps	71.81	105.00	LPP96
(b) Bisynchronous Protocol,[1]			
a. Per port for transmission speeds of:[2]			
- Up to 2.4 Kbps	71.81	55.00	LRG24
4.8 Kbps	71.81	75.00	LRG48
9.6 Kbps	71.81	105.00	LRG96
b. Additional sets of four addresses[3]	NO	10.00	LPY
(c) X.25 Protocol, Per port for transmission speeds of:			
- 1.2 Kbps	71.81	33.00	LDZ12
- 2.4 Kbps	71.81	48.00	LDZ24
- 4.8 Kbps	71.81	75.00	LDZ48
- 9.6 Kbps	71.81	105.00	LDZ96

NOTE 1: The Rearrangement Charge applies when a change is required to rearrange the Network Addresses on bisynchronous protocols.
NOTE 2: Each port is provisioned with an initial group of four address sets.
NOTE 3: If installed subsequent to the initial installation of the bisynchronous port, a Rearrangement Charge applies.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.3 RATES AND CHARGES (Cont'd)
(A) Access Connection (Cont'd)

(2) Packet Switch Access Connection

(a) X.25 Protocol, Per port connected for speeds of:			
- 9.6 Kbps	NO	300.00	LDD96
- 56.0 Kbps	NO	500.00	LDD56

	Nonrecurring Charge	Monthly Rate	USOC
(b) X.25 Protocol, Per port connected for speeds of:			
- 9.6 Kbps	NO	300.00	LDD97
- 56.0 Kbps	NO	500.00	LDD57

(3) Auto Call Ports/Dedicated Dial Ports

(a) Asynchronous Protocol			
Auto Call Port[1]			
Initial per called DTN	$100.00	125.00	LJP
Additional...	100.00	50.00	LRQ
Dedicated Dial Port[2]			
Initial per called DTN	100.00	112.00	LGY
Additional...	100.00	72.00	LGZ

NOTE 1: The rate established for Auto Call Ports include the ports the associated modems and central office "cross connections" as well as line terminations and telephone numbers.
NOTE 2: The rates established for Dedicated Dial Ports include the ports, the associated modems and the central office "cross connections", but exclude the line terminations and telephone numbers.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.3 RATES AND CHARGES (Cont'd)

(B) Network Usage

(1) Network Connection Time

Per Dial Access Minute or fraction thereof

	Rate
(a) Generic Port	
- Initial Minute	$.04
- Additional Minute	01
(b) Transaction Service[1]	
- Each transaction per call	.02

(2) Kilopacket Transport

(a) Rate Table for Time-of-Day Pricing[2]

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM to *5:00 PM		Rate Period 1				#	#
5:00 PM to *11:00 PM		Rate Period 2					
11:00 PM to *8:00 AM		Rate Period 3					

* To but not including
\# Rate Period 2 applies
Rate Period 2 applies for the 24-hour time period for the following holidays:

New Year's Day	Washington's Birthday
Independence Day	Memorial Day
Labor Day	Christmas Day
Election Day	Columbus Day
Thanksgiving Day	

NOTE 1: Transaction Service replaces former Point-of-Sale Port.
NOTE 2: The effective date for the Kilopacket Transport rate structure is July 16, 1988, per the same Order in Docket No. TT88060714.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.3 RATES AND CHARGES (Cont'd)
(B) Network Usage (Cont'd)
(2) Kilopacket Transport (Cont'd)

(b) Kilopacket Transport by Rate Period per Kilopacket or fraction thereof[1]

No. of Kilopackets	Rate Period 1	Rate Period 2	Rate Period 3
Up to 100	$.45	$.40	$.25
Up to 500	.45	.39	.25
Up to 2000	.45	.38	.25
Up to 3000	.42	.37	.25
Up to 4000	.42	.36	.25
Up to 5000	.40	.35	.25
Up to 6000	.40	.34	.25
Over 6000	.38	.33	.25

For example, a customer who used 3800 kilopackets during Rate Period 1 would be billed $.42 for each kilopacket transported. A customer who used 490 kilopackets during Rate Period 2 would be billed $.39 for each kilopacket transported.

NOTE 1: The effective date for the Kilopacket Transport rate structure is July 16, 1988, per the same Order in Docket No. TT88060714.

GRANDFATHERED ACCESS SERVICES

12.3 PUBLIC DATA NETWORK (Cont'd)
12.3.3 RATES AND CHARGES (Cont'd)

(C) OPTIONAL FEATURES

	Nonrecurring Charge	Monthly Rate	USOC
Call Redirection			
- Each[1]	$ 25.00	NO	LRD
Closed User Group			
- Per channel, per group[2]	RR	$ 5.00	LDJ
Mnemonic Addressing			
- Per Network Address[1]	150.00	NO	LJE
Monthly Detailed Connnection File			
- Per billing account[2]	RR	195.00	MAJ1T
Multiple Channel Hunt Group			
- Per hunt group[2]	RR	10.00	LDM
Multiple Network Addresses			
- Per 100 numbers[2]	RR	75.00	LDQ
Packet Size Negotiation			
- Each[2]	RR	10.00	LNP
Permanent Virtual Circuit			
- Each[2]	RR	5.00	LDV
Throughput Class Negotiation			
- Each[2]	RR	10.00	LD1
Window Size Negotiation			
- Each[2]	RR	10.00	LNW

(D) REARRANGEMENT CHARGE

	Nonrecurring Charge	USOC
- Per rearrangement	$25.00	X25

NOTE 1: If changed subsequent to installation, the Rearrangement Charge applies in lieu of the Nonrecurring Charge. If installed subsequent to the initial installation of the PDN Service the Rearrangement Charge applies in addition to the Nonrecurring Charge.

NOTE 2: None if installed initially; otherwise, the Rearrangement Charge applies. If changed subsequent to installation, the Rearrangement Charge applies.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES

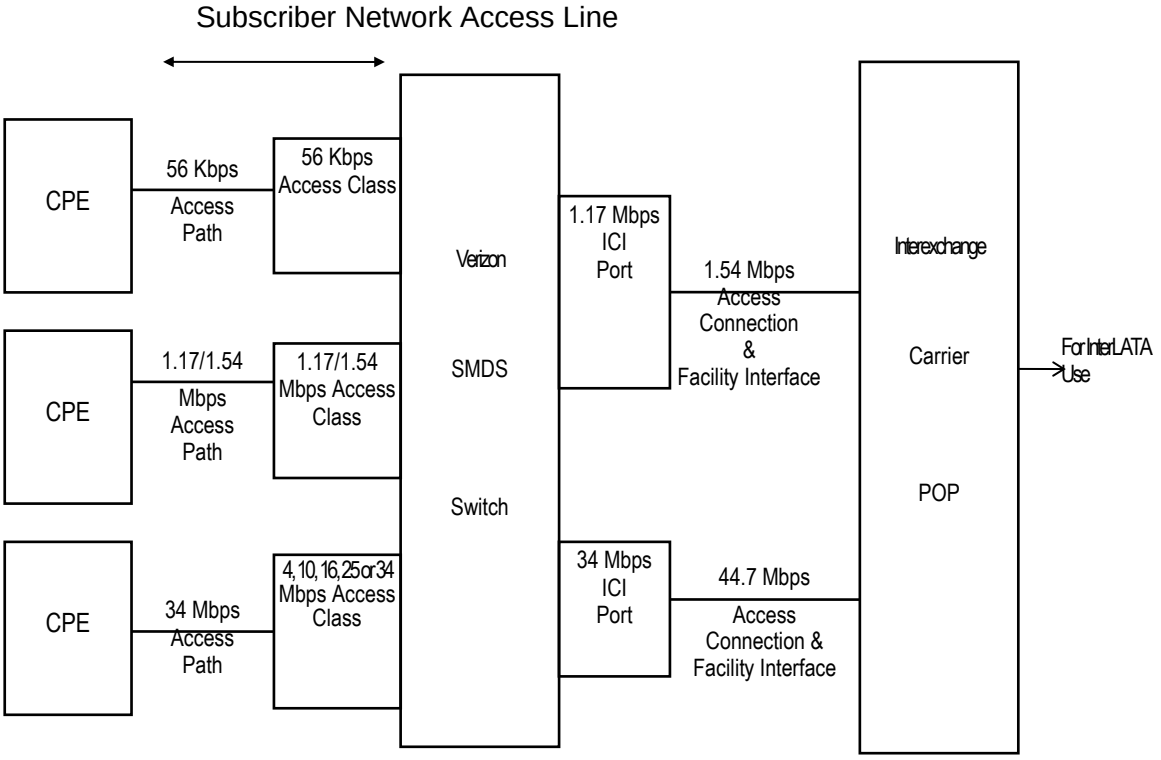
(C)

12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE

(A) General

Exchange Access Switched Multi-megabit Data Service (XASMDS) is a connectionless, packet-switched data service allowing for the interconnection of Local Area Networks (LANs) or other compatible customer-provided equipment (CPE) across a wide area for the purpose of intrastate interLATA access.

XASMDS will allow end-user customers who have requirements for intrastate interLATA connectivity to interconnect their multiple premises, within a LATA, via a low-speed or high-speed Subscriber Network Access Line from the customer's premises to an interexchange carrier (IC) when intrastate interLATA service is requested.



GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(A) General (Cont'd)

(1) Explanation of Terms

Subscriber Network Access Line

The Subscriber Network Access Line (SNAL) represents the point at which CPE interfaces to the network supporting XASMDS. At this interface point, the CPE connects to a dedicated digital line which terminates on the SMDS Switch. Only data originating from or destined for CPE belonging to a particular subscriber is transported across this line. There are three types of high-speed Access Paths: 1.17 Mbps, 1.54 Mbps and 34 Mbps; and one type of low-speed Access Path: 56 Kbps. Customers subscribing to a 1.17 Mbps Access Path may elect a 1.17 Mbps SNAL. Customers subscribing to a 1.54 Mbps Access Path may elect a 1.54 Mbps SNAL. Customers subscribing to a 34 Mbps Access Path may elect Access Class SNALs of 4 Mbps, 10 Mbps, 16 Mbps, 25 Mbps, or 34 Mbps. Customers subscribing to a 56 Kbps Access Path may elect a 56 Kbps SNAL.

SMDS Data Exchange Interface

SMDS Data Exchange Interface (DXI) defines how the CPE communicates with the SMDS network across the low-speed SNAL or the high-speed SNAL. The DXI is available on dedicated digital SNALS operating over metallic or fiber facilities at a maximum data transmission rate of 56 Kbps and dedicated digital SNALS operating over electrical or fiber facilities at a maximum data transmission rate of 1.544 Mbps.

SMDS Interface Protocol

SMDS Interface Protocol (SIP) defines how the CPE communicates with the SMDS network across the high-speed SNAL. The SIP is available on dedicated digital SNALS operating over electrical or fiber facilities at a maximum data transmission rate of 1.17 Mbps and dedicated digital SNALS operating over fiber facilities at a maximum sustained throughput rate of 34 Mbps.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(A) General (Cont'd)
(1) Explanation of Terms (Cont'd)

SMDS Address

SMDS Address identifies a single, unique SNAL. This address assignment is a ten-digit number, following a prefix of "1", structured according to the International Telegraph and Telephone Consultative Committee (CCITT) Recommendation E.164 and the North American Numbering Plan (NANP).

InterCarrier Interface

The InterCarrier Interface (ICI) specifies how an XASMDS switch sends and receives data to or from a customer's network. The ICI does not support address validation or address screening.

InterCarrier Interface Port Connection

The ICI Port Connection provides an electrical interface for a customer's 1.54 Mbps Access Connection and Facility Interface with B8ZS and ESF or a 44.7 Mbps Access Connection and Facility Interface with B3ZS.

The ICI Port Connection is the point at which an intercarrier customer's Access Connection and Facility Interface terminates on a SMDS switch.

ICI Port Connections are available at port interface speeds of 1.17 Mbps and 34 Mbps. 1.54 Mbps and 44.7 Mbps-rated channel terminations specified in Section 7 may be used as the Access Connection and Facility Interface. 44.7 Mbps-rated Access Connection and Facility Interfaces specified in Section 7 are offered on an ICB basis.

Originating XASMDS

Originating XASMDS for an ICI Port Connection refers to the Company delivering, on an originating basis, an end-user's data to the IC of the end-user's choice when interexchange service is requested.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(A) General (Cont'd)
(1) Explanation of Terms (Cont'd)
InterCarrier Interface Port Connection (Cont'd)

Terminating XASMDS

Terminating XASMDS for an ICI Port Connection refers to the Company delivering on a terminating basis, data arriving from a customer's switch to end-users that the Company serves directly via the end-user's SNAL.

A low-speed SMDS SNAL is a dedicated digital line, utilizing SMDS DXI. The low-speed dedicated digital line operates over metallic facilities or fiber facilities at a maximum data transmission rate of 56 Kbps.

A high-speed SMDS SNAL is a dedicated digital line, utilizing SMDS SIP or DXI. There are two types of high-speed dedicated digital lines. The first type operates over electrical facilities or fiber facilities at a maximum data transmission rate of 1.17 Mbps via SIP or 1.54 Mbps via DXI. The second type operates over fiber facilities at a maximum sustained throughput rate of 34 Mbps via SIP only. Subscribers who do not require the ability to transmit data at the maximum rate of 34 Mbps for sustained periods may subscribe to a lower rate via an Access Class arrangement. The Access Classes are 4 Mbps, 10 Mbps, 16 Mbps, 25 Mbps, and 34 Mbps.

Each SNAL is assigned at least one SMDS address, with a maximum up to 16 addresses for high-speed and two addresses for low-speed, which identifies a single unique SNAL.

Each SNAL have associated with it one Address Screen, which is used to enforce restrictions on the delivery of SMDS data units from particular sources, and the transmittal of SMDS data units to particular destinations. The Address Screen contains a list of up to 128 individual addresses and group addresses.

The customer has the option of designating the screen as either a list of addresses "allowed" or "disallowed" to send to or receive data from the customer's address.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(A) General (Cont'd)

(2) Provision of Service

The XASMDS service basic subscription will consist of:

one SMDS SNAL from the customer's premises to the central office specially equipped with the SMDS Switch, the ICI Port Connection along with the Access Connection and Facility Interface for handoff to the IC.

one SMDS address assigned to the SNAL,

formation of the initial address screen, and

unlimited usage.

The basic service functionality consists of transporting intrastate interLATA SMDS data units from one SNAL to one or more other SNAL(s) via an IC. Each SMDS data unit is delivered unchanged from the source to the destination(s).

Access Path and Access Classes

The customer has the option of subscribing to: (1) a 1.17 high-speed Access Path which allows for the election of a 1.17 Mbps Access Path SNAL; (2) a 1.54 high-speed Access Path which allows for the election of a 1.54 Mbps Access Path SNAL; (3) a 34 Mbps Access Path which allows for the election of Access Class SNALs of 4 Mbps, 10 Mbps, 16 Mbps, 25 Mbps, or 34 Mbps; or (4) a 56 Kbps low-speed Access Path which allows for the election of a 56 Kbps Access Path SNAL. For each Access Path, the customer has the option of subscribing to a month-to-month plan, a three-year plan, or a five-year plan with various volume pricing options.

For 34 Mbps high-speed Access Paths, if fiber facilities are required to furnish service in the customer's serving area and are not already in existence and the Company has not planned to equip that serving area with fiber facilities, the customer may only subscribe to the service under a three-year or five-year contract plan.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(A) General (Cont'd)
(2) Provision of Service (Cont'd)

Optional Features

The following Optional Features will be provided where available:

Additional Addresses per SNAL

This feature provides the assignment of additional SMDS addresses (more than one address) to the SNAL. Each high-speed SNAL may have up to 16 SMDS addresses. Each low-speed SNAL may have up to 2 SMDS addresses.

Group Address

This feature allows a customer to send a single data unit to several intended recipients. The recipients are identified by a group address, used as the destination address of the SMDS high-speed and low-speed data unit. A group address represents up to 48 (or more as new technology permits) individual addresses. Any particular individual address may be identified by up to 7 group addresses.

Customer Network Management System

The Customer Network Management System (CNM) provides network management capabilities using the Simple Network Management Protocol (SNMP). CNM allows real-time status reporting of the customer's high-speed SNAL(s) and offers statistical reports upon request.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)

(B) Terms and Conditions

(1) Availability of Services

XASMDS Access Paths require special equipment and facilities and will only be provided from digitally equipped central offices. XASMDS will be offered on a 24-hour day, 7-day week basis, with the following exception:

To meet customers' requirements, Verizon must occasionally perform network upgrades. These network upgrades are needed to provide improved performance and new features. Generally, these upgrades will be performed between the hours of 11 p.m. and 8 a.m. Network upgrades will be planned to provide customers reasonable and timely notification and to minimize customer service impacts.

XASMDS is offered where technically capable facilities are present in sufficient quantity.

SMDS may be offered on an individual case basis at rates, charges, terms and conditions as specified on a contract basis. The contract, except as otherwise expressly specified, will be subject to all applicable terms and conditions set forth in this Product Guide and other applicable Company Tariffs.

The Company will at the customer's request, provide network and traffic analysis, as well as design or other professional services, on a time-and-material basis.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(B) Terms and Conditions (Cont'd)

(2) Connections

Terminal equipment to be provided by the customer must meet the following interface requirements:

The customer shall provide compatible equipment (e.g., routers, Data Service Units/Channel Service Units, etc.) in accordance with the interface specifications as described in Telecordia Technical Reference TR-TSV-000772 and TR-TSV-000773 for 1.17 Mbps and 34 Mbps Access Paths, and TR-TSV-001239 for 56 Kbps and 1.54 Mbps Access Paths. All ICI access facilities must be in conformance with either the Siemens document EWSM® Feature Technical Description, "DS1/DS3 Interexchange Carrier Interface (IMG)", Issue 2 May 1993, or the Telecordia Technical Reference TR-TSV-001060, "Switched Multi-megabit Data Service: generic requirements for Exchange Access and InterCompany Serving Arrangements", Issue 1 March 1993.

XASMDS is generally available and is ordered through the access service order process. The Access Order Service Data Interval for XASMDS is negotiated.

The Company's responsibility will be limited to the furnishing of data communication facilities suitable for the digital SNAL, for provisioning the SNAL to the customer's premises network interface and for provisioning the ICI port for connection to the IC. The customer may not rearrange, disconnect, remove or attempt to repair any facilities installed by the Company.

The Company is not responsible for the installation, operation or maintenance of any equipment provided by the customer.

The customer is responsible for provisioning the inside wire from the network interface to the XASMDS-compatible equipment.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(B) Terms and Conditions (Cont'd)

(3) Volume and Term Pricing (VTP)

XASMDS customers have the option of subscribing to month-to-month, three-year and five-year contract plans, and to various high-speed and low-speed volume pricing options as indicated below:

High-Speed Pricing Options

1) 1 to 4 SMDS SNALs
2) 5 to 10 SMDS SNALs
3) Over 10 SMDS SNALs

Low-Speed Pricing Options

1) 1 to 75 SMDS SNALs
2) 76 to 150 SMDS SNALs
3) Over 150 SMDS SNALs

Customers subscribing to a month-to-month contract plan are subject to a four-month minimum service period for each SNAL. Customers subscribing to a three-year or five-year VTP may add or disconnect SNALs to effect volume pricing options based on a three-year or five-year contract plan subject to the minimum service periods set forth following.

The ICI Port Connections are available at port interface speeds of 1.17 and 34 Mbps on a month-to-month basis only.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(A) General (Cont'd)

(4) Minimum Service Period for XASMDS Service

56 Kbps, 1.17 Mbps, 1.54 Mbps and 34 Mbps Access Paths

For a 56 Kbps, 1.17 Mbps and 1.54 Mbps Access Path, each SNAL is subject to a minimum payment period of 4 months for month-to-month service; 36 months for a three-year contract plan, or 60-months for a 5-year contract plan. For a 34 Mbps Access Path, the preceding applies if, at the time of subscription, the facilities are already in existence or are planned to be in existence in the customer's serving area. If 56 Kbps, 1.17 Mbps, 1.54 Mbps or 34 Mbps service is disconnected prior to the expiration of the initial period for each plan, termination liability charges are applicable for the remaining portion of the minimum period, whether service is used or not. The termination liability charge will be reduced by 1/4 for the month-to-month service, 1/36 for the three-year contract plan, or 1/60 for the five-year contract plan for each month of service.

For a 34 Mbps service, if the customer's serving area is not equipped with fiber facilities and the Company has no immediate plans to equip that serving area with fiber facilities, the customer may only subscribe to the service under the three-year or five-year contract plan.

A change between the low-speed Access Path (i.e., 56 Kbps) and the high-speed 1.17/1.54 Mbps Access Path (i.e., 1.17/1.54 Mbps) and high-speed 34 Mbps Access Path (i.e., 4, 10, 16, 25, and 34 Mbps Access Classes) and vice versa will be treated as an Administrative Change.

An upgrade between Access Classes associated with the 34 Mbps Access Path (i.e., 4, 10, 16, 25, and 34 Mbps) will be treated as an Administrative Change.

A customer request to change a contract plan to one of a longer commitment period will nullify the existing termination liability charges. All terms and conditions associated with the new contract plan will apply.

If, at the end of the contract period, a new contract plan has not been agreed to, the customer's service will revert to the month-to-month payment plan.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(B) Terms and Conditions (Cont'd)

(4) Administrative Change Charges

There are two types of Administrative Changes:

Changes between Optional Features, Access Classes and ICI Port Connections

This charge applies to any subsequent changes made to Optional Features, changes made between Access Classes (i.e., 4, 10, 16, 25, and 34 Mbps) or any change in ICI Port Connection upgrades from 1.17 Mbps to 34 Mbps.

Changes between Access Paths

This charge applies to any changes made between Access Paths.

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)

(C) Rates

(1) SMDS Subscriber Network Access Line, each

(a) 56 Kbps Access Path, per SNAL

	Installation Charge	Per Month
1 to 75 SNALs	$ 970.00	$225.00
76 to 150 SNALs	970.00	225.00
Over 150 SNALs	970.00	225.00
Term and Pricing Plans		
3-year Contract		
1 to 75 SNALs	970.00	210.00
76 to 150 SNALs	970.00	205.00
Over 150 SNALs	970.00	200.00
5-year Contract		
1 to 75 SNALs	970.00	190.00
76 to 150 SNALs	970.00	185.00
Over 150 SNALs	970.00	180.00

(b) 1.54 Mbps Access Path, per SNAL

1 to 4 SNALs	1070.00	570.00
5 to 10 SNALs	1070.00	550.00
Over 10 SNALs	1070.00	525.00
Term and Pricing Plans		
3-year Contract		
1 to 4 SNALs	1070.00	525.00
5 to 10 SNALs	1070.00	500.00
Over 10 SNALs	1070.00	475.00
5-year Contract		
1 to 4 SNALs	1070.00	500.00
5 to 10 SNALs	1070.00	475.00
Over 10 SNALs	1070.00	450.00

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(C) Rates (Cont'd)
(1) SMDS Subscriber Network Access Line, each (Cont'd)

(c) 34 Mbps Access Path (4, 10, 16, 25, and 34 Mbps Access Classes), per SNAL

	Installation Charge	Per Month
4 Mbps Access Class		
1 to 4 SNALs.....	$2000.00	$2000.00
5 to 10 SNALs.....	2000.00	1950.00
Over 10 SNALs.....	2000.00	1900.00
10 Mbps Access Class		
1 to 4 SNALs.....	2000.00	2500.00
5 to 10 SNALs.....	2000.00	2300.00
Over 10 SNALs.....	2000.00	2200.00
16 Mbps Access Class		
1 to 4 SNALs.....	2000.00	3000.00
5 to 10 SNALs.....	2000.00	2800.00
Over 10 SNALs.....	2000.00	2700.00
25 Mbps Access Class		
1 to 4 SNALs.....	2000.00	3500.00
5 to 10 SNALs.....	2000.00	3300.00
Over 10 SNALs.....	2000.00	3200.00
34 Mbps Access Class		
1 to 4 SNALs.....	2000.00	4000.00
5 to 10 SNALs.....	2000.00	3700.00
Over 10 SNALs.....	2000.00	3600.00

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(C) Rates (Cont'd)
(1) SMDS Subscriber Network Access Line, each (Cont'd)
(c) 34 Mbps Access Path (4, 10, 16, 25, and 34 Mbps Access Classes), per SNAL (Cont'd)

Term and Pricing Plans

	Installation Charge	Per Month
3-Year Contract		
4 Mbps Access Class		
1 to 4 SNALs	$2000.00	$1950.00
5 to 10 SNALs	2000.00	1900.00
Over 10 SNALs	2000.00	1900.00
10 Mbps Access Class		
1 to 4 SNALs	2000.00	2300.00
5 to 10 SNALs	2000.00	2200.00
Over 10 SNALs	2000.00	2200.00
16 Mbps Access Class		
1 to 4 SNALs	2000.00	2800.00
5 to 10 SNALs	2000.00	2700.00
Over 10 SNALs	2000.00	2600.00
25 Mbps Access Class		
1 to 4 SNALs	2000.00	3300.00
5 to 10 SNALs	2000.00	3200.00
Over 10 SNALs	2000.00	3100.00
34 Mbps Access Class		
1 to 4 SNALs	2000.00	3700.00
5 to 10 SNALs	2000.00	3500.00
Over 10 SNALs	2000.00	3300.00

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(C) Rates (Cont'd)
(1) SMDS Subscriber Network Access Line, each (Cont'd)
(c) 34 Mbps Access Path (4, 10, 16, 25, and 34 Mbps Access Classes), per SNAL (Cont'd)
Term and Pricing Plans (Cont'd)

	Installation Charge	Per Month
5-Year Contract		
4 Mbps Access Class		
1 to 4 SNALs	$2000.00	$1900.00
5 to 10 SNALs	2000.00	1900.00
Over 10 SNALs	2000.00	1900.00
10 Mbps Access Class		
1 to 4 SNALs	2000.00	2200.00
5 to 10 SNALs	2000.00	2100.00
Over 10 SNALs	2000.00	2000.00
16 Mbps Access Class		
1 to 4 SNALs	2000.00	2700.00
5 to 10 SNALs	2000.00	2600.00
Over 10 SNALs	2000.00	2500.00
25 Mbps Access Class		
1 to 4 SNALs	2000.00	3200.00
5 to 10 SNALs	2000.00	3000.00
Over 10 SNALs	2000.00	2800.00
34 Mbps Access Class		
1 to 4 SNALs	2000.00	3500.00
5 to 10 SNALs	2000.00	3300.00
Over 10 SNALs	2000.00	3100.00

GRANDFATHERED ACCESS SERVICES

12.4 PACKET DATA SERVICES (Cont'd)
12.4.1 EXCHANGE ACCESS SWITCHED MULTI-MEGABIT DATA SERVICE (Cont'd)
(C) Rates (Cont'd)
(1) SMDS Subscriber Network Access Line, each (Cont'd)

(d) ICI Port Connection, per port	Installation Charge	Per Month
1.17 Mbps	$ 260.00	$ 355.00
34 Mbps	300.00	1700.00

(2) Optional Features:

Additional Address assigned to the Subscriber Network Access Line, each	12.00	NO
Group Address, each	50.00	NO
Customer Network Management System	100.00	50.00

(3) Administrative Change Charges

Any changes made to optional features or upgrades between Access Classes (4 Mbps to 34 Mbps), or any change in ICI Port upgrades from 1.17 Mbps to 34 Mbps, each	50.00	NO
Changes between Access Paths (56 Kbps, 1.17 Mbps, 1.54 Mbps and 34 Mbps), each	1000.00	NO

GRANDFATHERED ACCESS SERVICES

12.5 PROTECTIVE CONNECTING ARRANGEMENTS

The following Protective Connecting Arrangements (PCAs) are grandfathered and are offered subject to on-the-shelf availability:

Description	USOC	Monthly Rates	Nonrecurring Charges
Automatic PCA with a contact type signaling interface for 2 or 4-wire voice-band connections of CPE communications systems to Company Special Access Services.	CDQ++	$11.34	$10.55
PCA which provides for connection of CPE automatic telephone answering devices to central office, PBX trunk, key system lines, and centrex station lines by means of a 2-wire interface.	GTS	2.43	15.83
PCA for connection of CPE answering or recording equipment to Company lines, for one-way voice transmission in each direction but not simultaneously. Recording of two-way conversations is prevented, by the PCA.	RDL	3.96	15.83

GRANDFATHERED ACCESS SERVICES

12.5 PROTECTIVE CONNECTING ARRANGEMENTS (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges
PCA for use with CPE answer only where two-way transmission is required	RDMZR	$5.02	$21.10
Same application as RDMZR	RDY	6.60	21.10
With voice control disconnect and automatic receive volume limiting			
PCA for use with CPE to provide data on PBX trunks. Also requires standard PBX trunk PCA.	CBF	2.83	25.00
PCA to permit connection of CPE message registers to exchange facilities of the Company for indications of message registration for outgoing calls over the associated central office trunks (facilities). Each trunk would also have a PCA (typically CDH or CD8) for connection of the CPE PBX. Association of the trunk with the station is made by the CPE.	CEK	2.11	21.10
Alarm coupler for use with rotary dial, one-way transmission CPE alarm signaling device.	CAU	2.11	21.10

GRANDFATHERED ACCESS SERVICES

12.5 PROTECTIVE CONNECTING ARRANGEMENTS (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges
PCA to permit the connection of CPE to a Company special recording trunk arranged for 2-way service, i.e., outward dialing by hotel/motel guests and rering by the operator of the Company long distance switchboard (the equivalent of a toll terminal).	CED	$4.22	$21.10
PCA used for automatic connection of CPE voice transmitting and/or receiving terminal equipment to an exchange line or PBX/CTX station line, or to a Switched Access Line, e.g., a WATS access line.	C2ACP	6.60	26.37
PCA to provide for connection of CPE terminal equipment to Company central office key system and PBX station lines, and WATS access lines via 3-wire interface.	STC	6.60	21.10
PCA for connection of CPE voice communications systems and/or terminal equipment via 2-wire interface to Company lines and trunks (only loop start trunks not equipped for toll diversion), or terminal equipment.	STP	5.40	30.83

GRANDFATHERED ACCESS SERVICES

12.5 PROTECTIVE CONNECTING ARRANGEMENTS (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges
Manual PCA used to connect a cord switchboard position of a CPE system, which provides supervisory signals, to an exchange trunk line.	CDA	$2.90	$10.55
Automatic PCA used to connect an exchange trunk line arranged for two-way combination service to and from the attendant position and from the dial switching equipment of a CPE system.	CDH	5.81	10.55
Automatic PCA used to connect an exchange trunk line arranged for one-way incoming service to the attendant position of a CPE system.	CD6	3.69	10.55
Automatic PCA used to connect an exchange trunk line arranged for one-way outgoing service from the attendant position of a CPE system.	CD7	4.22	10.55
Automatic PCA used to connect an exchange trunk line arranged for one-way outgoing service from the dial switching equipment of a CPE system.	CD8	4.22	10.55
Automatic PCA used to connect an exchange trunk line arranged for two-way service to and from the attendant position of a CPE system.	CD9	5.81	10.55

GRANDFATHERED ACCESS SERVICES

12.5 PROTECTIVE CONNECTING ARRANGEMENTS (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges
PCA used for automatic connecting of CPE voice transmitting and/or receiving terminal equipment bridged to an exchange line or PBX/CTX station line, or to a WATS access line which is terminal in a Company Station	C2AKS	$7.91	$26.37
Automatic PCA used to connect an exchange trunk line, arranged for one-way service, i.e., outward dialing by hotel/motel guests to the operator position of a Company long distance switchboard (the equivalent of a toll terminal).	CET	4.22	21.10
PCA to provide for connection of CPE originate only or originate and answer terminal equipment.	SU6AQ	5.02	21.10

GRANDFATHERED ACCESS SERVICES

12.6 RESTORATION PRIORITY

The Company will arrange a Special Access Service for Restoration Priority on receipt of certification in conformance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations. A charge applies when a request to provide or change a Restoration Priority is received subsequent to the issuance of an Access Order to install the service. No charge applies when a Restoration Priority is discontinued.

	Nonrecurring Charge
Restoration Priority, per service arranged	$56.90