

OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS1. DESCRIPTION OF SERVICE

- 1.1 Operator Services is the furnishing of Company services for communications between specified locations under the terms of this Tariff. Channels will be those of Company alone, or Company's in conjunction with those of other participating, concurring or connecting carriers.
- 1.2 Service consists of the furnishing for the use of Customers, of channels for the direct transmission and reception of communications between Company Metropolitan Area Terminal City Locations or Company terminals and all service offerings contained herein which anticipate the provision of such channels as part of the offering are included in this category. Such service has the capability of being extended beyond the respective Company Terminal Locations.
- 1.3 Company, when acting at Customer's request and as his authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)2. LIMITATIONS

2.1 With regard to the services provided under this Tariff:

2.1.1. Service is offered subject to the availability of facilities and the provisions of this Tariff. Notwithstanding any other provision in this Tariff or in any contract that incorporates the Tariff, in whole or in part, Company may (a) deny Customer requests for services or facilities and thereby limit or allocate its furnishing of such services or facilities, or (b) limit or allocate the facilities available to, or capacity utilized by, any particular service, service option, or class of service in aggregate, if necessary, in order to: (i) manage its network in an efficient manner; (ii) meet reasonable Customer service expectations; and, (iii) furnish service to existing and future Customers based on current and projected available capacity, taking into account forecasted Customer requirements.

2.1.2. Company's obligation under this Tariff is to furnish service consisting of facilities and equipment that is exclusively of Company's choosing. Unless otherwise provided for in this Tariff or in any other contract pertaining to service provided under this Tariff, Company may substitute facilities or equipment used to furnish service, or substitute comparable service for any service furnished under this Tariff, at any time.

2.2. Company reserves the right to terminate services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond Company's control include, but are not limited to, Customer's having call volume or a calling pattern that results, or may result, in the blockage of Company's network or in the degradation of Company's service. Company also reserves the right to terminate services or billing options, upon written notice, when Customer is using the service in violation of the provisions of this Tariff, or in violation of the law.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)2. LIMITATIONS (Continued)

- 2.3. Without notice to Customer, Company may block traffic to or from certain countries, country codes, cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations when Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its service or to prevent the use of its services in a manner that Company determines to be in violation of this Tariff, when Customer's call volume or calling pattern results, or may result, in the blockage of Company's network or in the degradation of Company's service or when actions taken by foreign governments or telecommunications agencies render it impossible or impracticable to provide service. Company will unblock service as soon as it can without undue risk. Whenever call blocking occurs on lines presubscribed to Company, Customers or former Customers will be unable to make calls via any Company Carrier Identification Code or via any Carrier Identification Code of Company affiliates SouthernNet, Inc. and Teleconnect Company. In order to control fraud, Company may refuse to accept LEC Card, Collect Calls and/or Third Party Billing calls which it determines to be invalid and/or may limit the use of these billing options to or from certain countries or areas, including all or part of the United States.
- 2.4. Toll access will not be provided to local 976 numbers because the proprietors of the services offered through such numbers have not provided Company with a schedule of their charges.
- 2.5. Customer shall not: (i) use any service mark or trade mark either of Company or any of its affiliated companies or of which Company or any of its affiliated companies is a licensee, or (ii) refer to Company or any of its affiliated companies in connection with any product, equipment, offering, promotion or publication of Customer or of a third party on behalf of or with the authorization of Customer, without the written approval of Company and its pertinent affiliated company. Customer agrees that: (i) any use of Company mark(s) by it is for the benefit of Company; (ii) all good will resulting therefrom vests solely in Company; and, (iii) it will neither have nor make any claim in or to such mark(s).

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)2. LIMITATIONS (Continued)

- 2.6. To the extent applicable, Company services will be subject to the conditions set forth in the Truth in Lending Act, Reg Z, 12 C.F.R. §226(1991).
- 2.7. Service furnished by Company may not be used for international call-back offerings using uncompleted call signalling to any country, when that country has prohibited such an offering by statute or regulatory decision.
- 2.8. If Company has made available service to Customer and Customer has failed to place the available service into actual and substantial use during the 6-month period immediately following its availability, or, if during any service term, Customer has not actually and substantially used available service for any consecutive 6-month period, Company may discontinue the service after furnishing written notice to Customer of such non-use and, thereafter, Customer fails to place the service into actual and substantial use during the 3-month period immediately following the rendition of notice. As used in this Section, "actual and substantial use" shall mean a pattern of use that discloses intent on Customer's part to employ the service to transmit information of Customer's choosing.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)2. LIMITATIONS (Continued)

- 2.9 Calls may not be placed using a LEC Card whenever there is no obligation on the part of the Local Exchange Carrier (LEC) issuing the calling card to invoice such calls on Company's behalf. Calls may not be placed or received using 10XXX dialing, collect or third party calling conventions whenever: (i) there is no obligation on the part of the serving LEC to perform billing and collection on behalf of Company (or, where such an obligation exists, the LEC fails to discharge it properly); (ii) the serving LEC fails to furnish, or provides untimely or inadequate, billing name and address (BNA) to Company; or, (iii) the serving LEC fails to furnish timely or adequate ANI installation and disconnect (CARE) information to Company. In addition, calls may not be placed or received by Customers whenever Company is unable to obtain at least 60 percent of the amount due for service provided under this Tariff from all Customers within a LEC service area during a monthly billing period. Reasons why Company would be unable to obtain at least 60 percent of the amount due for service include: (i) unavailable, untimely or inadequate billing and collections performance by a LEC; (ii) unavailable, untimely or inadequate BNA or CARE information provided by a LEC; (iii) calls or accounts that are not completed, are unbillable, or require adjustments; (iv) charges considered bad debt or otherwise unrecoverable; and, (v) unreasonable LEC billing and collections and BNA costs imposed, or proposed to be imposed, by a LEC. Once initiated, service will be denied unless Company, in its sole discretion based upon developments that cause it to conclude that there is a likelihood that it can meet the 60 percent threshold, resumes the provision of service.

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OPERATOR SERVICES INFORMATION TARIFF

SECTION B - RULES AND REGULATIONS (Continued)

3. TERMS AND CONDITIONS

- 3.1 Service is offered 24 hours per day on a metered use basis, as described in Section C of this Tariff.
- 3.2 The name(s) of Customer(s) desiring to use the service must be stipulated in the application for service.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY

- 4.1 Except for granting credit allowances for interruptions of service as provided for in Section B-11 and other sections of this Tariff, Company shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; preemption of existing services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; and any law, order, regulation or other action of any governing authority or agency thereof.
- 4.2 Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. Company's liability, if any, with regard to the delayed installation of Company facilities or commencement of service shall not exceed \$1,000. With respect to any other claim or suit, by Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Sections B-4.2.1 to B-4.8 following, Company's liability, if any, shall be limited as follows:
- 4.2.1 With respect to any service provided by Company which involves shared access, shared interexchange transmission, and shared termination, Company's liability shall not exceed an amount equal to the charge applicable to a one minute call to the called station at the time the affected call was made.
- 4.2.2 With respect to the routing of calls by Company to public safety answering points or municipal emergency service providers, Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by Customer as the direct result of Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

- 4.2.3. With respect to Company's offering of Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting, or delivering messages by telephone, text telephone, a Telecommunications Device for the Deaf, or any other instrument over the facilities of Company or any connecting carriers or through any TRS centers operated by Company or its agents, Company's liability shall not exceed an amount equal to Company's charge for a one minute call to the called station at the time the affected call was made.
- 4.2.4 Company's liability arising from the provisioning of, or any error or omission in data, information or content furnished in connection with, any service provided under this Tariff, e.g., Directory Assistance, shall be limited to the lesser of: (a) the amount of actual money damages proven by Customer to have been incurred as the proximate result of its reliance on such data, information or content; or (b) \$100.

Compensation for any injury Customer may suffer due to the fault of others than Company must be sought from such other parties.

The liability provided for above shall, in each case, be in addition to any amounts that may otherwise be due Customer under this Tariff as a credit allowance for the interruption of service. In no event shall Company be liable to Customer for any indirect, special, incidental, consequential, exemplary or punitive loss or damage of any kind, including lost profits (whether or not Company has been advised of the possibility of such loss or damages) by reason of any act or omission in its performance under this Tariff.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

- 4.3 Company shall be indemnified, defended, and held harmless by Customer or by others authorized to use the service against all claims of loss or damage arising from the use of service furnished under this Tariff, including:
 - 4.3.1. claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via Company service; and.
 - 4.3.2. patent infringement claims arising from combining or connecting Company service with apparatus and systems furnished by Customer or others; and,
 - 4.3.3. all other claims arising out of any act or omission of Customer or others authorized to use the service, including those relating to Section B-4.07 following, in connection with any service provided by Company.
- 4.4. Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or from any act or omission of a third party, including those vendors participating in offerings made to Customers under this Tariff, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

- 4.5. Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. Customer and user shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by Company at such locations.
- 4.6. Company is not liable for any defacement of, or damage to, the premises of Customer resulting from the furnishing of service, or the attachment to service by Company of instruments, apparatus and associated wiring on such Customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

- 4.7. Company shall not be liable for Customer's failure to fulfill its obligation to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of Customer, or any third party acting as its agent, to Company network. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Company service, that the signals emitted into Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of Customer and in compliance with the criteria set forth in Section B-9 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices. If Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at Customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate Customer's service without liability.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

- 4.8. With respect to Company's offering of Company Detect Liability Program to all Customers of Company's Covered Outbound International Services (as defined herein), this program limits the qualifying Customer's liability for certain CPE Remote Access Fraud usage charges and provides for notification of suspected CPE Remote Access Fraud identified by Company.

4.8.1 Customer Responsibilities:

- A. Security Requirements: During an investigation of an incident of suspected CPE Remote Access Fraud, Company reserves the right to obtain specific information from Customer regarding any password(s) used to remotely access the Covered Customer Premise Equipment (CPE). Any request for this information will come from Company Detect Representative from Company Detect Liability Center.
- B. Administrative Requirements: Customer must fully cooperate with Company in all efforts to stop suspected or confirmed CPE Remote Access Fraud. Customer must furnish Company Detect Representative with the appropriate Customer or internal account team contacts to be listed in Company's Customer Service Management System or Company's Online Customer Information System - Customer Profile Screen for 24 hours per day, seven days a week notification purposes.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

4.8. (Continued)

4.8.1 Customer Responsibilities (Continued):C. Post CPE Remote Access Fraud Claim Requirements:

- C.1. Customer must give Company access to the CPE(s) within 24 hours of Company's request and permit Company Detect Representative to investigate the current and/or former configuration of the CPE. Customer must permit Company Detect Representative to enter and inspect any CPE location within 24 hours of the termination of suspected CPE Remote Access Fraud if such access is requested as part of an investigation of suspected CPE Remote Access Fraud.
- C.2 Customer must immediately call Company to make a Customer Notification of Fraud when suspected CPE Remote Access Fraud involving a CPE is detected, regardless of which local or long distance carrier is involved.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

4.8. (Continued)

4.8.1 Customer Responsibilities (Continued):C. Post CPE Remote Access Fraud Claim Requirements (Continued):

- C.3 For suspected CPE Remote Access Fraud, if there has been no Company Notification or Customer Notification of Fraud, Customer must review each Company invoice and notify Company in writing within 60 days after the date of the invoice that it suspects that CPE Remote Access Fraud usage charges may be included in the invoice.

Usage charges for which such notice is not provided within the specified 60-day period will not qualify as CPE Remote Access Fraud usage charges. In addition, Customer must identify any and all claimed CPE Remote Access Fraud usage charges in writing to Company within 60 days after the date of Company invoice that contains such charges. Claims submitted after this period will not qualify as covered CPE Remote Access Fraud usage charges. Customer must establish (e.g., by way of call detail records) that each usage charge identified in accordance with this Section falls within the definitions of CPE Remote Access Fraud usage charges.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)

4.8. (Continued)

4.8.1 Customer Responsibilities (Continued):C. Post CPE Remote Access Fraud Claim Requirements (Continued):

- C.4 Customer must notify Company in writing within 60 days of the termination of the CPE Remote Access Fraud incident of the means by which the fraud occurred, if known, and the changes made to Customer's CPE to prevent further the CPE Remote Access Fraud.

4.8.2. Customer Liability:

Customers covered by Company Detect Liability Program will remain liable, with respect to each incident, for the first \$20,000, in CPE Remote Access Fraud usage charges for calls involving a Customer's CPE which commence prior to Company Notification or a Customer Notification of Fraud, but shall have such pre-notification liability capped at \$20,000. Customers covered by Company Detect Liability Program remain liable for all CPE Remote Access Fraud usage charges which are incurred after Company Notification or a Customer Notification of Fraud.

If a CPE Remote Access Fraud incident occurs which qualifies under the pre-notification liability cap described in the preceding paragraph, such liability cap will not cover the CPE in question again, or any other CPE connected to the CPE in question, until a "30-day fraud-free period" has elapsed from the date of the last fraudulent call of the last incident affecting the same CPE. Thus, if the CPE suffers any subsequent CPE Remote Access Fraud event after notification but prior to the expiration of the "30-day fraud-free period," that CPE Remote Access Fraud will not be covered.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)4. LIABILITY (Continued)4.8.2. Customer Liability (Continued):

CPE that is not owned or leased by Customer and under the direct control of Customer is not covered under Company Detect Liability Program.

Company Detect Liability Program will not cover any CPE Remote Access Fraud usage charges resulting from the negligent or intentional acts of Customer, its employees, former employees, agents, vendors or independent contractors.

To the extent that Company reduces or otherwise does not collect any CPE Remote Access Fraud usage charges for which Customer would have been liable if Company had not provided Company Detect Liability Program, Company shall be subrogated to any and all rights of Customer with respect to any associated claims against third parties (including, without limitations, any persons who made the unauthorized calls which constituted the CPE Remote Access Fraud involved).

Failure to cooperate or comply with any of the provisions set forth above will automatically disqualify Customer for current and future involvement in Company Detect Liability Program for CPE Remote Access Fraud usage charges at all Customer's locations.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)5. CANCELLATION OF SERVICE BY A CUSTOMER

- 5.1. If Customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by Customer and Company, a charge will be levied upon Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Company and not fully reimbursed by installation and monthly charges. If, based on an order by Customer, any construction has either begun or been completed, but no services provided, the nonrecoverable cost of such construction shall be borne by Customer.
- 5.2. If an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by Customer, Customer may cancel the order without incurring cancellation charges.
- 5.3. If Company receives a request for service discontinuance from a foreign carrier furnishing interconnected service to a Customer, but has not yet been notified of such discontinuance by Customer, Company will contact Customer and request a written confirmation of the intended discontinuance. If Customer does not furnish such written confirmation to Company within five business days, Company will discontinue service as requested by the foreign carrier. If Customer elects not to have the service discontinued, it must so indicate in writing within the specified five-business-days period deadline and provide to Company the lease number assigned to each circuit associated with service.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)6. USE OF SERVICE

6.1. Service furnished by Company may be used for one or more of the following:

6.1.1. for the transmission of communications by Customer.

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

6.1.3. for the transmission of communications to or from Customer of another common carrier which has subscribed to Company's communications services for purposes of resale.

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

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

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)6. USE OF SERVICE (Continued)

6.2. (Continued)

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

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)6. USE OF SERVICE (Continued)

- 6.3. Directory Assistance is available. An undiscountable charge will be applied to each call for information as to any telephone number in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, CNMI, and the international locations listed in Appendix A. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number

A credit allowance, not to exceed \$5, will be given, for the charge and operator-assistance surcharges that would otherwise apply will be waived, when (1) Customer experiences poor transmission or is cut-off during the call to Directory Assistance, (2) Customer is given an incorrect telephone number by the Directory Assistance operator, or (3) Customer has inadvertently misdialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, Customer must notify his or her Customer Service Representative.

- 6.3.1. Customers who are presubscribed to Company service and have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit which will be applied against the per-call charge and any applicable operator-assistance surcharges specified in this Tariff for domestic and international Directory Assistance calls made by dialing Area Code + 555-1212. This certification must be made by a licensed physician, optometrist, appropriate federal or state agency, or appropriate approved private agency. Upon request, Company Customer Service will furnish applicants with a certification form.

The written certification of visual or other physical impairment must be provided to a Company Customer Service Center or, at Company's election, proof of certification, as defined above, may be provided to, and maintained on file with, Customer's Local Exchange Carrier.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)6. USE OF SERVICE (Continued)

6.3. (Continued)

6.3.1 (Continued)

The written certification of visual or other physical impairment must be provided to a Company Customer Service Center or, at Company's election, proof of certification, as defined above, may be provided to, and maintained on file with, Customer's Local Exchange Carrier.

Credits may be used by: 1) the visually or otherwise physically impaired Customer; 2) an organization established specifically for the purpose of assisting the visually or otherwise physically impaired; or 3) a business where all owner(s) and/or employees of the business on the premises at which a call originates have been certified as visually or otherwise physically impaired. Credits will apply only to directory assistance calls made by dialing Area Code + 555-1212, including any operator-assistance surcharges necessary to complete those calls, that originate from and are billed to the telephone number of the certified visually or otherwise physically impaired person or organization. A maximum of fifty directory assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit.

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OPERATOR SERVICES INFORMATION TARIFF

SECTION B - RULES AND REGULATIONS (Continued)

6. USE OF SERVICE (Continued)

6.4. Service furnished by Company shall not be used:

6.4.1. For any unlawful purpose.

6.4.2. For any purpose for which any payment or other compensation is received by Customer, except when Customer is an entity which holds itself out as being a communications common carrier or being a resale common carrier or an entity which resells Company service as part of an enhanced communications service or an electronic information service. This provision does not prohibit an agreement between Customer, authorized user or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

6.4.3 For making telephone calls that utilize automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audiotext services.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)6. USE OF SERVICE (Continued)6.5.. Use of Recording Devices:

- 6.5.1 Company's services are not adapted to the use of recording devices and Customers who use such devices to record two-way telephone conversations, or for other purposes, do so at their own risk. As used in this Section, a "two-way conversation" is a telephone conversation between or among two or more parties.
- 6.5.2 Customer may use a recording device to record two-way conversations only if Customer complies with the requirements of this Section B-6.5 and only if Customer is able to connect or disconnect the recording device, or turn the recording device on or off, at will.
- 6.5.3. Recording Requirements: Customer may record a two-way conversation only when the recording is:
 - A. preceded by verbal or written consent of all parties to the recording of the conversation;
 - B. preceded by verbal notification of the recording of the conversation, which notification is recorded at the beginning, and as a part, of the call; or
 - C. accompanied by a distinctive recorder tone, repeated at intervals of approximately fifteen seconds, to alert all parties to the conversation that a recording device is in use.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)6. USE OF SERVICE (Continued)6.5.. Use of Recording Devices (Continued)

- 6.5.4. Broadcast licensee exemption. Broadcast licensees are exempt from the restrictions set forth in Section B-6.5.3 when the licensee is recording the two-way conversation for broadcast and:
- A. the licensee informs each party to the conversation that the licensee intends to broadcast the conversation; or
 - B. each party to the conversation is aware that the conversation will be broadcast; or,
 - C. the other party or parties to the conversation may be presumed to be aware, from the circumstances of the conversation, that the conversation is likely to be broadcast; provided, that such awareness may be presumed only when the other party to the conversation is associated with the licensee (such as an employee or part-time reporter) or the other party or parties to the conversation originate the conversation and the conversation is obviously in connection with a program during which the licensee customarily broadcasts telephone conversations.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)6. USE OF SERVICE (Continued)6.5.. Use of Recording Devices (Continued)

6.5.5 Other exemptions: Customer is exempt from the restrictions set forth in Section B-6.5.3 when:

- A. recording incoming calls made to telephone numbers publicized for emergencies (such as 911) and outgoing calls made in immediate response to these incoming calls (including calls made to and from Department of Defense Command Centers and the Operations Center of the Nuclear Regulatory Commission);
- B. recording calls made for patently unlawful purposes (such as bomb threats, kidnap ransom requests, and obscene calls) and outgoing calls made in immediate response to these calls (including calls referred to the U.S. Secret Service that threaten the safety and security of the President, his or her immediate family, and the White House); or,
- C. recording calls pursuant to an explicit and lawful order of a court issued pursuant to 18 U.S.C. Section 2516, as amended, or any equivalent successor provision.

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- 6.6. Customer acquiring operator services from Company which, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises for placing interstate telephone calls must:
- 6.6.1. post on or near the telephone instrument, in plain view of consumers
- 6.6.1.1. the name, address, and toll-free telephone number of the provider of operator services;
- 6.6.1.2. a written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing that carrier's service using the telephone; and
- 6.6.1.3. the name and address of the enforcement division of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services;
- 6.6.2. ensure that each of its telephones presubscribed to a provider of operator services allows the consumer to use 800 and 950 access code numbers or any carrier identification code (1010XXX) to obtain access to the provider of operator services desired by the consumer; and

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6.6. (Continued)

- 6.6.3. ensure that no charge by such Customer to the consumer for using an 800 or 950 access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using Customer's presubscribed provider of operator services. Payment (on a location-by-location basis) of any compensation to Customer, including commissions, shall be withheld if Company reasonably believes that Customer is blocking access to interstate common carriers in violation of Section B-6.6.2 and shall not be made until such time as the blocking ceases. Notwithstanding Section B-8.1.1.I of this Tariff, this withholding of payment by Company shall be the exclusive remedy for blocking by Customer.

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SECTION B - RULES AND REGULATIONS (Continued)

6. USE OF SERVICE (Continued)

6.7. In the event Customer either voluntarily discontinues Company service(s), or has its Company service(s) terminated for cause, including for the non-payment of moneys due and owing Company, Company shall have no obligation whatsoever to assist Customer in any respect in transitioning from Company to another carrier or carriers.

6.7.1. Upon termination of Customer's Company service, Customer's local exchange service provider may impose a presubscribed interexchange carrier charge (PICC) on the former Customer if Customer does not select a new primary interexchange carrier.

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6.8. Any Customer of Automatic Number Identification or charge number services on interstate calls:

6.8.1. Is permitted to use the telephone number and billing information for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;

6.8.2. Is prohibited from reusing or selling the telephone number or billing information without first:

- notifying the originating telephone subscriber, and;
- obtaining the affirmative consent of such subscriber for such reuse or sale; and

6.8.3. Is prohibited from disclosing, except as permitted by Sections B-6.8.1 and B-6.8.2, any information derived from the automatic number identification nor charge number service for any purpose other than:

- performing the services or transactions that are the subject of the originating telephone subscriber's call;
- ensuring network performance security, and the effectiveness of call delivery;
- compiling, using, and disclosing aggregate information; and
- complying with applicable law or legal process.

The requirements imposed under Section B-6.8 shall not prevent a person to whom automatic number identification or charge number services are provided from using the telephone number and billing information provided pursuant to such service, and any information derived from the automatic number identification or charge number services, or from the

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6.8. (Continued)

analysis of the characteristics of a telecommunications transmission, to offer a product or service that is directly related to the products or services previously acquired by that Customer from such person. Use of such information is subject to the requirements of 47 CFR § 64.1200 and § 64.1504(c).

6.9. A Customer's calling party number (CPN) may be identified to a called party. Customers can prevent this by dialing *67 (or 1167 for rotary or pulse-dialing phones) on interstate calls. Customers with per line blocking need to dial *82 (or 1182 for rotary or pulse-dialing phones) on interstate calls to present CPN to called parties.

6.10. Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access Company service.

6.11. It shall be Customer's obligation to furnish all information necessary for Company to provide service to Customer.

6.12. Upon Customer's request for credit from Company operator at the time a call is made, Company will provide credit for the operator services surcharge for a handicapped Customer who is unable to dial a call with classification (a) because of Customer's handicap.

6.13. Charges for collect calls will not be accepted if the called party to whom the charges are to be shifted is at a payphone or an Institutional Phone.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)7. PAYMENT ARRANGEMENTS

- 7.1. Customer is responsible for payment of all charges for services furnished to Customer or its joint or authorized users. This responsibility is not changed, by virtue of any use, misuse, or abuse of Customer's service or Customer-provided systems, equipment, facilities, or services interconnected to Customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, Customer's employees or other members of the public.¹ Non-recurring charges are payable when the service for which they are specified have been performed. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on Company, in addition to its own internal costs, in connection with a service for which Company non-recurring charge is specified, those charges will be passed on to Customer. Recurring charges which are fixed in amount and not dependent on usage are billed in advance. Usage charges are billed after each usage cycle. Except for usage charges, the rate, volume discount level or General Charges applicable to Customer for a particular service or services shall be the rate or Other Charges in effect at the end of the monthly billing period applicable to Customer for the particular service or services.

¹ For service fraud, which is established to the reasonable satisfaction of Company, that arises out of the use of Customer-controlled Multiline Terminating Device(s), as defined in this Tariff, that is (are) used in conjunction with Company service(s), Company will credit Customer 30 percent of the total amount of fraudulent usage billed by Company less taxes and monthly recurring non-usage sensitive charges, and less any previously credited discounts that were based on the disputed fraudulent usage. In order to receive the credit described herein, Customer must notify Company in writing within 30 days from the date of the invoice of the claimed fraudulent usage in question. This credit shall be available only once per Customer and will be applied against Customer's next Company invoice following Company's receipt of payment of the remaining balance for the fraudulent use of Customer's Company service(s). For the purposes of this credit Customer is the person, firm, corporation, or other entity who has assumed all the obligations associated with using Company services (as distinguished from Customer for billing purposes only).

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- 7.2. Company's bills are due upon receipt and for Commercial Service are due within 30 days of the invoice date, unless Company indicates on the invoice or a billing insert that the sum shown as due need not be paid, because of the smallness of the amount, until the balance reaches some specified amount; or Company may deal with Customers whose accounts show very small balances by withholding the issuance of an invoice until the amount due from Customer reaches a level which, in Company's sole discretion, is deemed large enough to justify initiating the billing and collection process; or Company may invoice low usage Customers every other month unless Customer invoiced in such a manner requests monthly billing. Amounts not paid within 30 days of the invoice date will be considered past due. If Company becomes concerned at any time about the ability of Customer to pay its bills, Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

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- 7.3. Applicants for service or existing Customers whose financial condition is not acceptable to Company, or is not a matter of general knowledge, may be required at any time to provide Company a security deposit. Company may refuse to furnish service(s) under this Tariff if Customer owes any Company affiliate for Tariffed service(s) provided to Customer by an affiliate. For other Customers, the deposit requested will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three month's actual or estimated usage charges for service to be provided. Any applicant or Customer may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of Company's charges for its services as Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in Customers' assets, and similar arrangements.¹ Company may also establish toll usage limits for applicants for service or existing Customers whose financial condition cannot be verified or is otherwise

¹ Except in situations where Company directly seeks a deposit from Customer pursuant to this Section, in which case the security deposit provisions of this Tariff control, when billing and collection for Company service is performed on Company's behalf by a Local Exchange Carrier, the security deposit requirements, and late payment provisions set forth in the local Tariff of the Local Exchange Carrier will apply to Customer's Company service, the former in lieu of the provisions contained in this Tariff. In addition, where a Local Exchange Carrier purchases Company's Customer receivables, late payment provisions imposed by the Local Exchange Carrier as set forth in the local Tariff of the Local Exchange Carrier will apply to Customer's Company service, as represented by the purchased receivables.

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7.3. (Continued)

unacceptable to Company. Any required deposit or toll usage limits may be increased or decreased by Company as it deems appropriate in the light of changing conditions. In addition, Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by Company, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which Company service in question is provided. At Company's option, such deposit may be refunded to Customer's account at any time. In lieu of cash or cash-equivalent security deposits and/or toll usage limits, Company may, at its sole discretion, require from Customer a commercial credit card account number to which future usage can be charged. Also, Company reserves the right to cease accepting and processing service orders after it has requested a security deposit or commercial credit card account number and prior to Customer's compliance with this request.

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- 7.4. A surcharge is imposed on all charges (net of bad debts) for outbound service originating at, or inbound service terminating at, addresses in non-federal jurisdictions which levy, or assert a claim of right to levy: (i) a gross receipts tax, a license tax, or other tax-like charge on Company's operations in any such non-federal jurisdiction; or, (ii) a tax on interstate access charges incurred by Company for access to telephone exchanges in that non-federal jurisdiction; or, (iii) an ad valorem tax on Company's property located in that non-federal jurisdiction which is used in providing interstate and/or international service.¹ This surcharge is based on Company's: (a) gross receipts, revenues or operations in that non-federal jurisdiction; and/or, (b) the amount paid for interstate access charges in that non-federal jurisdiction; and/or, (c) property located in that non-federal jurisdiction and used by Company to provide interstate and/or international service. The surcharge for (c) is derived by multiplying the ratio of interstate plus international revenue in the state to total revenue times total state-wide ad valorem taxes imposed on Company in that state during the current calendar year. The surcharge does not include taxes based on Company's net income. The surcharge will be shown as a separate line item on Customer's invoice.

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

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SECTION B - RULES AND REGULATIONS (Continued)

7. PAYMENT ARRANGEMENTS (Continued)

- 7.5. Recovery of Collection Costs: If Company incurs any fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed Company by a Customer, Customer will be liable to Company for the payment of all such fees and expenses reasonably incurred.

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- 7.6 If a Customer whose account has been closed has a credit balance showing, Company will transfer the credit to another account of Customer, if there is one, or will mail a check for the balance to Customer if it believes it has a valid address. If Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to Customer's last known address, asking Customer to verify the address so that it can make a refund, or it will write to Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed.

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- 7.7. Promotional and other credits offered by Company in marketing of its services cannot be assigned, but must be used by the person to whom they were offered and who earned them in strict accordance with the terms of the offer.
- 7.8. All charges for services are exclusive of applicable federal, state, and local sales, use, excise, utility and gross receipts taxes, other tax-like charges and tax-related surcharges as provided in this Tariff, which Customer agrees to pay. Taxes based on Company's net income shall be the sole responsibility of Company. In the event that Customer provides Company with a duly authorized exemption certificate, Company agrees to exempt Customer in accordance with law, effective on the date the exemption certificate is received by Company.
- 7.9 Customer is also responsible for payment of any loss on foreign exchange arising in the process of converting a foreign carrier's charges to U.S. dollars or vice versa in settlement of such carrier's charges and in collections from Customer.
- 7.10 In the event that Customer has been awarded a promotional credit for subscribing to Company service and does not use the service within 12 months following the date of Customer's service order, Company will cancel the credit from Customer's account and collect the sum involved from Customer.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)8. CANCELLATION FOR CAUSE BY COMPANY

8.1. Company may discontinue the furnishing of any and/or all service(s) to Customer or cancel his account, without incurring any liability:

8.1.1 Immediately and without notice if Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. Among other reasons, without limitation, Company may discontinue service pursuant to this sub-section B-81.1 if:

- A. Customer refuses to furnish information to Company that (1) is essential for billing Customer for its service use; or (2) pertains to Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- B. Customer provided false information to Company regarding Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, planned use of Company service(s), or status under federal and/or state low income programs; or
- C. Customer states that it will not comply with a request of Company for security for the payment for service(s) in accordance with Section B-7.3; or
- D. Customer has been given written notice by Company of any past due amount (which remains unpaid in whole or in part) for any of Company's other common carrier communications services to which Customer either subscribes or had subscribed or used; or
- E. Customer either refuses to pay when billed for Company service(s) or indicates to Company or its billing entity that it will not pay for Company service(s) used by it; or

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8.1. (Continued)

8.1.1 (Continued)

- F. Customer or prospective Customer uses service to transmit or receive a message, locate a person or otherwise give or obtain information without payment for the service; or
- G. Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the service by:
 - G.1 Using or attempting to use service by rearranging, tampering with, or making connections to Company's service not authorized by this Tariff; or
 - G.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - G.3 Any other fraudulent means or devices; or
- H. Customer uses service to entice callers to dial certain numbers and thereby incur intrastate, interstate, or international toll charges without informing them that such charges will be incurred.
- I. Customer previously was provided with notice of noncompliance under Section B-8.1.4 of this Tariff, took corrective action within the requisite seven (7) day period, but thereafter engages in the same non-compliant activity.
- J. Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by Company or others possessing legal authority to investigate Customer's compliance with this Tariff or with its other legal obligations.

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8.1. (Continued)

8.1.1 (Continued)

- K. Customer fails to pass back appropriate answer supervision.
- L. Customer resells Company service and elects to use Company Carrier Identification Code (CIC) and fails or refuses to indemnify Company as directed for costs imposed on or incurred by Company as a result of its use of Company's CIC.

8.1.2. Immediately upon written notice to Customer of any sum 30 days past due; or

8.1.3. Immediately upon written notice to Customer, after failure of Customer to comply with a request by Company for security for the payment of service in accordance with Section B-7.3; or

8.1.4. Seven (7) days after sending Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that 7-day period.

8.1.5. After sending Customer written notice of Customer's failure to fulfill a contractual commitment to pay for Tariffed services previously furnished to Customer.

The discontinuance of service(s) by Company pursuant to this Section does not relieve Customer of any obligation to pay Company for charges due and owing for service(s) furnished up to the time of discontinuance. In the event Company cancels Customer's service for cause, and Customer is committed to a term or other plan for which charges apply in the event of Customer termination for convenience, Company will charge, and Customer will be obliged to pay, as though it had terminated its service for its own convenience.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)9. TERMINAL EQUIPMENT

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

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9.3 (Continued)

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

- the power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 dB below the power of the signal as specified in Section 13.031 preceding.
- the power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
- the power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.
- the power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
- the power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

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9.4. Where such Customer-provided equipment or communications system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in Sections B-9.4.1 through .B-9.4.4:

9.4.1. The maximum rms (root-mean-square) value, including dc and ac components, of the current per conductor will not exceed 0.35 ampere.

9.4.2. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

9.4.3. The conductor voltage shall be such that the conductor to ground voltage limit in .0342 preceding is not exceeded. If the signal source is not grounded, the voltage limit in .0342 preceding applies to the conductor to conductor voltage.

9.4.4. The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

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

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

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

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)10. SYSTEMS SECURITY

Where Customer is permitted access to Company computer systems and data (Company Systems) for the purposes of managing and maintaining Customer's telecommunications service, Customer will adhere to the following:

- 10.1. Customer may access Company Systems only to the extent required by and incident to the administration and management of Customer's telecommunications system.
- 10.2. Customer may not disclose or use information which may be learned as a consequence of access to Company Systems except as may be directly required to insure the proper operation of Customer's telecommunication system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- 10.3. Customer shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, Company Systems documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of Customer's Company telecommunications systems. Company Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.
- 10.4. Customer shall take all reasonable precautions to maintain the confidentiality of Company Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to Customer's individual authorized users. Company Systems telephone numbers and dial-up access numbers assigned to Customer by Company, PINs or any aspect of access and sign-on methodology shall not be posted or shared with others under any circumstances. Customer shall follow normal logoff procedures prior to leaving a terminal unattended. Customer should report any known or suspected attempt by others to unauthorized access MCI Systems.

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SECTION B - RULES AND REGULATIONS (Continued)

10. SYSTEMS SECURITY (Continued)

- 10.5. In the event that a security access device assigned to Customer for dial-up access is lost, stolen, or misplaced, Customer must notify Company immediately. Access into Company Systems beyond that authorized may result in civil and/or criminal penalties.

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1300 I Street NW
Washington, DC 20005

Transmittal #12

OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)11. ALLOWANCE FOR INTERRUPTIONS

Except as provided for in Sections B-6.3, which pertains to Directory Assistance, and except as provided in Section B-11.2.4, the following credit allowances for interruptions of Company services will be made:

11.1. For all of Company's domestic or international services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in Company's shared interexchange facilities or in shared access or termination facilities provided by other carriers, which interruption can be remedied by redialing the call.

11.1.1. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Company's service. A Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify his or her Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to Company, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by Company. If Customer elects to use another means of communications after one of the above interruptions, or during a period when he or she is unable to place a call over Company, Customer must pay the charges for the alternative service used.

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OPERATOR SERVICES INFORMATION TARIFFSECTION B - RULES AND REGULATIONS (Continued)11. ALLOWANCE FOR INTERRUPTIONS (Continued)

11.1. (Continued)

11.1.2. Where a call has been disconnected, Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a domestic call has been interrupted by poor transmission or one-way transmission, Customer will be given a credit selected by Customer of either (i) \$2.65 per reported call or (ii) an amount equal to standard Tariffed charges for the reported call, up to a maximum of 30 minutes. Where an international call has been interrupted by poor transmission or one-way transmission, Customer will be given a credit selected by Customer of either (i) \$2.65 per reported call or (ii) an amount equal to standard Tariffed charges for one minute of usage to the country called during the reported call. A Customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if he or she reports the situation promptly to a Customer Service Representative. This credit allowance is limited to \$100 over a 12-month period.

11.2. No credit allowances will be made for:

- 11.2.1 Interruptions caused by the negligence of Customer or others authorized by Customer to use Customer's service.
- 11.2.2 Interruptions due to the failure of power, equipment, systems, or services not provided by Company.
- 11.2.3 Interruptions during any period during which Company or its agents are not afforded access to the premises where access lines associated with Customer's services are terminated.

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