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EXPLANATION OF SYMBOLS

GENERAL

The following symbols will be used in the right-hand margins of each tariff page to indicate changes made on the sheets:

- (C) Indicates a Change in Text
- (E) Indicates Correction of an Error
- (I) Indicates a Rate Increase
- (M) Indicates a Move of Text
- (N) Indicates a New Rate or Text
- (R) Indicates a Rate Reduction

APPLICATION

APPLICATION OF GUIDE

- 1. This Guide contains regulations, rates and charges applicable to Wide Area Telecommunications Service furnished or made available by Frontier Southwest Incorporated d/b/a Frontier Communications of Texas (referred to as "Frontier") over service components located wholly within or partly within the State of Texas, between two or more service points within Local Access and Transport Areas (LATAs) in the State of Texas, where the respective rate centers of such service points are also located in said State, as set forth in this Guide.
- 2. Any change in rates or terms and conditions authorized by the legally constituted authorities acts as a modification of all contracts to that extent without further notice.
- 3. Whenever reference is made in this Guide to other Frontier Tariffs or Product Guides, the reference is to the Tariff or Guide currently in effect
- 4. The services offered out of this Guide have been discontinued and will no longer be offered as of October 22, 2004. The services are limited to customers in service as of October 22, 2004, at their quantities in place at that time and at the customer's existing location.

A. SCOPE

Wide Area Telecommunications Service (WATS) (1) is the furnishing of service for dial-type telecommunications between a WATS access line (WAL) and service points within the State of Texas or between exchange telephone service end service points within LATAs as described for Common Line 800 Service. The WATS charges set forth in this Guide are in payment for the intraLATA portion of the WATS service furnished between the calling and called service points.

1. Promotions

Frontier may, from time to time, engage in promotional offerings or trials, designed to attract new customers, to retain existing customers, to win back former customers, to stimulate customer usage, to test potential new options and/or to increase existing customer awareness of Frontier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company, and may include without limitation, discounts, redeemable points or cash rewards to customers.

- 2. <u>Outward WATS (2)</u> Service components for dial-type telecommunications from an Outward WAL to intraLATA toll points within the State of Texas will be furnished in accordance with the regulations and schedules of rates and charges set forth in this Guide.
 - InterLATA dial-type telecommunications from an Outward WAL provided by Frontier is furnished by an interexchange carrier.
 - Frontier has agreements with interexchange carriers regarding the joint provisioning of intrastate Outward WATS and WATS.

- (1) Effective November 3, 2012, Wide Area Telecommunications Service (WATS) is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted.
- (2) Effective November 3, 2012, Outward WATS is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted

Original Sheet No. 2

TERMS AND CONDITIONS

A. SCOPE (Cont'd)

- 2. Outward WATS (4)(Cont'd)
 - c. If the subscriber to interLATA WATS including multi-jurisdictional service does not subscribe to intraLATA WATS, toll calls made within the same LATA over facilities wholly provided by Frontier via the Frontier-provided WAL or multi-jurisdictional WAL, will be billed at charges for long distance messages as specified in Frontier's Texas Long Distance Message Telecommunications Service Guide.
 - d. The provision of the WAL to the interexchange carrier for an intrastate interLATA WATS Non-Joint provided arrangement is pursuant to Sections 4 and 5 of the Facilities for State Access Service Tariff. The provision of the WAL to the interexchange carriers' customers for an intrastate interLATA WATS joint-provided arrangement is provided pursuant to this Guide.
 - e. The subscriber to outward WATS may request that the calling scope of the outward WATS service be limited to intraLATA calling only. If the calling scope is limited to intraLATA calling only, all attempts to place an interLATA call will be blocked by Frontier.
 - f. WATS service and multi-jurisdictional WAL. may not be used for the completion of Local Exchange Service (Exchange Telephone) calls. (1) (2) (3)

- (1) When an end-user is located in an exchange other than the exchange where the end-user's WATS serving office is located, and the end-user's exchange and the exchange of the WATS serving office have different calling scopes, the blocking of local calls on foreign exchange served WATS or universal WATS access lines (UWAL) will be based on the calling scope of the end-user's exchange rather than the exchange of the WATS serving office. Because of technical problem in certain foreign exchange WATS serving offices, Frontier may not be able to block local calls within the end-user's exchange, therefore, no blocking of local calls in the end-user's exchange will occur.
- (2) All calls dialed in the 800 format irrespective of jurisdiction and including 800 calls are not affected by this restriction.
- (3) See Section 4, "Definitions of Terms" of the Frontier's Texas General Exchange Guide for definitions of Exchange, Exchange Access Arrangement, Exchange Area, etc.
- (4) Effective November 3, 2012, Outward WATS is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted.

A. SCOPE (Cont'd)

- 3. <u>Inward 800 Service (1)</u> Service components for dial-type telecommunications to intraLATA 800 Service telephone numbers from intraLATA toll points within the State of Texas will be furnished in accordance with the regulations and schedules of rates and charges set forth in this Guide.
 - a. InterLATA dial type telephone communication to an 800 Service telephone number is furnished by an interexchange carrier. Any interexchange carrier may provide interLATA service as provided in A.3.C. following.
 - b. The subscriber to intraLATA 800 Service can obtain the interLATA portion of the 800 Service from the interexchange carrier as an intrastate only service or as multi-jurisdictional service.
 - c. The interexchange carrier has two options for the provisioning of the 800 Service:
 - (1) Joint Provided Service The interexchange carrier will provide the interLATA service under a joint provisioning agreement with Frontier. The 800 Service has to terminate over a WAL service and Frontier will bill the enduser directly for the intraLATA 800 Service at the rates stated in Section 5, RATES.

Frontier has agreements regarding the joint provisioning of intraLATA 800 WATS and WATS-like services with interexchange carriers.

(1) Effective November 3, 2012, Inward 800 Service is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted.

A. SCOPE (Cont'd)

- 3. Inward 800 Service (1) (Cont'd)
 - c. (Cont'd)
 - (2) Non-Joint Provided Service The interexchange carrier will under the non-joint provided arrangement, provide both the intraLATA and interLATA portions of the service to the end-user customer. The interexchange carrier can terminate 800 Service calls over a WAL service, special access, common line or any other appropriate service arrangement.

The provision of the WAL to the interexchange carrier for an intrastate interLATA 800 Non-Joint provided arrangement is pursuant to Sections 4 and 5 of Frontier's Facilities for State Access Service Tariff.

The jurisdictional allocation of the intrastate usage for either the joint provided arrangement or the non-joint provided arrangement will be determined as outlined in Frontier's Facilities for State Access Service Tariff.

(1) Effective November 3, 2012, Inward 800 Service is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted.

A. SCOPE (Cont'd)

- 4. <u>Business Line 800 and Residence Line 800 Service(1)</u> denotes the intraLATA 800 Data Service provided by Frontier to its customers utilizing Frontier's 800 Data Base.
 - a. Business Line 800 Service Residence Line 800 Service is the intraLATA 800 Service provided by Frontier where 800 Service calls are terminated over exchange telephone service facilities.
 - (1) Area of Service Business Line 800 and Residence Line 800 Service is available in each LATA. If the customer wants to receive service in more than one LATA using the same 800 number, the customer must subscribe to exchange telephone service in each LATA, and to Variable Call Destination Service.
 - (2) Variable Call Destination Service Variable Call Destination Service provides the customer with one 800 number for multiple termination either for use within the same LATA or more than one LATA. If calls to the 800 number cross LATA boundaries, such calls must be transported by Interexchange Carrier.
 - (3) Business Line 800 and Residence Line 800 Service calls may not be terminated to WALs.
 - (4) Each message will be timed to the tenth of a second. The resulting accumulated monthly usage will be rounded to the nearest tenth of an hour.
 - (5) In the event that the customer's exchange telephone service goes out of service (for reasons other than negligence or a willful act of the customer), at the customer's request, Frontier will permit termination of the customer's 800 service calls to an alternate facility at no charge.

B. ACCESS TO CUSTOMER'S PREMISES

The agents and employees of Frontier shall have the right to enter the premises of a customer at any reasonable hour for the purpose of installing, inspecting or repairing the service components of Frontier or upon termination of service, for the purpose of removing such service components.

C. ADVANCE PAYMENTS

- 1. Applicants for service who do not have an account with Frontier or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time of application, equal to the Service Charges if applicable and at least one month's estimated charges for the service desired.
- 2. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under contract.

D. ALLOWANCE FOR INTERRUPTIONS

- 1. In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.
- Long Distance Message Telecommunications Service (LDMTS) furnished at a customer's request when his WATS service
 is interrupted is charged for at the LDMTS rates contained in the Frontier Texas Long Distance Message
 Telecommunications Service Tariff.

E. AVAILABILITY OF SERVICE

- 1. Service is furnished subject to the availability of the service components required. Frontier will, (1) determine which of those components shall be used and, (2) make modifications to those components at its option.
- 2. When connections are made to customer or Other Common Carrier-provided communications systems, multi line terminating systems or terminal equipment at a premises where the customer does not originate or terminate communications, Frontier may require that WATS be furnished from a Frontier WATS Serving Office(s) different than the Serving Office(s) designated by Frontier to serve that premises.
- 3. Under such circumstances, monthly rates and Service Charges equal to access line extension charges as set forth in Section 5, Sheet No. 6, Access Line Extension Line (EWW), following, apply between the WATS Serving Office that would normally serve the customer's premises and the WATS Serving Office from which service is actually provided.

F. CANCELLATION OF APPLICATION OF SERVICE

1. Where an application for service is canceled by the applicant prior to the start of installation of service components, no charge applies.

G. DEFACEMENT OF PREMISES

Frontier-is not liable for any defacement of or damage to the premises of a customer (or authorized user) resulting from the furnishing of service or the associated wiring furnished by Frontier on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of Frontier.

H. DEFINITIONS

- 1. <u>Accessory</u>: A device which is mechanically attached to, or used with, the services furnished by Frontier and which is independent of and not electrically, acoustically or inductively connected to the conductors in the communications path of the telecommunications system.
- 2. <u>Building</u>: The term "same building" is to be interpreted to mean a structure under one roof, or two or more structures which are connected by an enclosed passageway in which the wires or cables of Frontier-may be placed without exposure to outside electrical circuits or the weather. In no case can conduit be considered as an enclosed passageway. The term "same building" does not include those buildings connected by a covered public mall.
- 3. <u>Centrex Control Switching Equipment</u>: The switching equipment, located on Frontier's premises, used to provide Centrex service furnished in accordance with Centrex Service provisions in Section 47 of the Frontier's Texas General Exchange Tariff.
- 4. <u>Customer</u>: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the regulations of Frontier.
- 5. <u>Hunting Arrangement</u>: A grouping of 800 Service access lines arranged for the completion of a given massage or arranged for overflow to or from another access line or group of access lines.
- 6. <u>IntraLATA</u>: WATS service where service point locations are all within the same LATA.

H. **DEFINITIONS** (Cont'd)

- Jurisdictional Reports: Reports provided by the interexchange carrier to jurisdictionally split the intrastate 800 Service usage between interLATA and intraLATA usage. These jurisdictional reports are required by all local exchange carriers within the State of Texas that concur in this Guide and provide 800 Service. The 800 Service jurisdictional reporting requirements for the interexchange carriers are stated in Frontier's Facilities for State Access Service Tariff, Section 4, Switched Access Service, and will be used uniformly by all local exchange carriers within the state which concur in this Guide to bill for the inter and intraLATA 800 Service usage as intrastate interLATA switched access or as intraLATA 800 Service.
- 8. <u>Local Access and Transport Area (LATA)</u>: Denotes a geographic area for the provision and administration of communications service. It encompasses designated Access Areas which are grouped to serve common social, economic and other purposes.
- 9. <u>Move</u>: A change in location on the same premises of the customer's WAL, access line extension or associated equipment when made at the request of the customer without discontinuance of service.
- 10. Network Control Signaling: The transmission of signals used in the telecommunications network which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.
- 11. <u>WATS</u>: The furnishing of service for dial-type telecommunications between a WAL and intraLATA service points within the State of Texas. The WATS rates and charges set forth in this Guide are in payment for the intraLATA service furnished between the calling and called service points.
- 12. <u>WATS Access Line (WAL)</u>: A line from the customer's premises to a Frontier serving office which is provided for the purpose of completing WATS calls. Each such line will be arranged at the customer's option for either Outward WATS or 800 Service, but not for both.
- RESERVED FOR FUTURE USE

J. LIABILITY OF FRONTIER COMMUNICATIONS OF TEXAS

- 1. In view of the fact that the customer has exclusive control of his communications over the services furnished him by Frontier, and of the other uses for which services may be furnished him by Frontier and because of unavoidableness of errors incident to the services and to the use of such services of Frontier, the services furnished by Frontier are subject to the terms, conditions and limitations herein specified.
- 2. Frontier's failure to provide or maintain service under this Guide shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond Frontier's reasonable control, subject to the interruption allowance provisions of this Guide.
- 3. Frontier's liability, if any, for its gross negligence or willful misconduct is not limited by this Guide. With respect to any other claim or suit, by a customer or by any others, for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission or service occurring in the course of furnishing service or service components Frontier's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this Guide as an allowance for interruptions. However, such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, authorized user or joint user, or which arise from or in connection with the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon Frontier.
- 4. Frontier shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the services or the use thereof, against claims for infringement of patents arising from combining with, or using in connection with, services furnished by Frontier, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the services provided by Frontier.

J. LIABILITY OF FRONTIER COMMUNICATIONS OF TEXAS(Cont'd)

- 5. When the services of other local exchange companies (LECs) are used in establishing connections to points not reached by Frontier lines, Frontier is not liable for any act or mission of the other LEC(s).
- 6. Frontier does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold Frontier 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 or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have bean caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- 7. Frontier may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- 8. The customer shall furnish, install and maintain sealed conduit with explosion-proof fittings between the equipment and points outside the hazardous area where connection may be made with regular services of Frontier. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of Frontier injury or damage to Frontier employees or property might result from installation or maintenance by Frontier.
- 9. The charges specified in this Guide do not contemplate work being performed by Frontier employees involved at a time when overtime wages apply, due to the request of the customer, nor do they contemplate work once begun being interrupted by the customer. If the customer requests that overtime be performed or interrupts work once begun, additional charges based on the additional costs involved apply.

K. LIMITATIONS OF SERVICE

- 1. WATS does not include person-to-person, collect, conference or other calls requiring operator handling, except that an operator will reach the called telephone number where service components are not available for customer dial completion.
- 2. WATS is not represented as adapted for connection to other services of Frontier-or to customer-provided systems. The service contemplates the provision of satisfactory transmission only between the access line and the calling or called service point. The access line will be terminated only at a customer's premises located in the same serving exchange of the same state as that for which the rate applies.

L. MAINTENANCE AND REPAIRS

- 1. Frontier undertakes to maintain and repair the services which it furnishes to customers. The customer shall be responsible for damages to services of Frontier caused by the negligence or willful act of the customer. The customer may not rearrange, disconnect, remove or attempt to repair, or permit others to rearrange, disconnect, remove or attempt to repair any equipment installed by Frontier except upon the written consent of Frontier.
- 2. A nonrecurring Maintenance Service Charge will apply for each repair visit to a customer's premises or the premises of any other customer where the service difficulty or trouble results from the use of customer-provided equipment or facilities.

	Nonrecurring <u>Charge</u>
Maintenance of Service Charge	\$30.00

M. PAYMENT OF CHARGES, LATE PAYMENT CHARGE

The customer is responsible for payment of all charges for service furnished. Charges are based on Guide rates and regulations as specified in this Guide. Usage charges are billed at the end of the billing cycle. All other recurring charges are billed monthly in advance. The due date of the bill shall not be less than 16 days after issuance, in accordance with the Commission's Substantive Rules, R. 26.27(a)(1).

M. PAYMENT OF CHARGES, LATE PAYMENT CHARGE (Cont'd)

A one-time penalty of two and one half percent (2.5%) will be applicable on commercial or industrial bills (business) not received by Frontier-or at Frontier's authorized payment agency by the next bill date. For purposes of applying the penalty, the due date should be extended to the first following business day if it would otherwise fall on a weekend or holiday. The one-time penalty shall not apply to residential bills. The 2.5% penalty on commercial or industrial bills shall not be applied to any balance to which the penalty was applied in a previous billing. The one time penalty shall only apply on undisputed amounts or if the dispute is resolved in favor of Frontier.

If billing for Frontier's utility services are found to differ from Frontier's Guide rates as contained in this Guide, or if Frontier fails to bill the customer for such services, a billing adjustment will be calculated by Frontier. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by Frontier within three billing cycles of the bill in error, interest is not applicable. However, if an overcharge is not adjusted by Frontier-within three billing cycles of the bill in error, interest shall be applied to the amount of the overcharge as specified in Substantive Rule 26.27(a)(3)(B). The rate of interest is set annually by the Commission for a twelve month period and is based on an average of prime commercial paper rates for the previous twelve month period. (1)

N. MINIMUM CONTRACT PERIOD

The minimum contract period is one day.

0. POWER SUPPLY

When Frontier-equipment installed on the premises of a customer or authorized user requires power for its operation, the customer is required to provide such power.

P. RATES FOR FRACTIONAL PERIODS

- 1. The charges for a fractional part of a month will be the proportionate part of the monthly recurring charges based on the actual number of days the service is furnished.
- 2. To determine charges for a fractional part of a month, every month is considered to have thirty days.

(1) The rates of interest to be paid on customer deposits in accordance with Tax. Rev. Civ. Stat. Ann. Art. 1440a (Vernon 1989), and overbillings or underbillings in accordance with Commission SUBST. 26.27(a)(3)(B) -, are established annually on December 1 for the subsequent calendar year by the Commission, as reflected in the Order Setting Interest Rates included in this Guide.

Q. SUSPENSION AND TERMINATION OF SERVICE FOR CAUSE

- Upon nonpayment of any sum due Frontier, or upon a violation of any of the conditions governing the furnishing of service, Frontier-may, by notice in writing to the customer, without incurring any liability, forthwith suspend the furnishing of said service. This written notice shall be sent or delivered to the customer ten days prior to the date of the proposed suspension. Service may be discontinued after a period of ten days from the date of suspension if payment of charges has not been received by Frontier.
 - For the rules and regulations associated with restoring service after suspension, see Section 5, General Rules and Regulations of the Frontier's Texas General Exchange Tariff.
- 2. 800 Service is furnished upon condition that the customer obtain adequate service to permit the use of this service without injurious effects upon it or any other service rendered by Frontier. Frontier may terminate or refuse to furnish 800 Service to any customer, without incurring any liability, if the use of the service would interfere with or impair WATS or any other service rendered by Frontier, provided that, in the case of a termination of service, at least ten days written notice to the customer in accordance with Paragraph 23.46(a) of the Commission's Substantive Rules, R 26.28(a)(7).

R. THEFT OF EQUIPMENT

The customer is required to reimburse Frontier for any loss through theft of the equipment or apparatus on the customer's premises.

S. UNDERTAKING OF FRONTIER COMMUNICATIONS OF TEXAS.

- Transmitting Messages Frontier does not transmit messages but furnishes the use of its services to its customers for communications.
- 2. The design, maintenance and operation of WATS envision that communications will originate or terminate at a WATS service point for the purpose of communicating with service points in the specified service areas. Connections of communications systems provided by the customer or Other Common Carrier to WATS may be made. However, Frontier will not be responsible for the through transmission of signals or for the quality of transmission on such connections

T. USE OF THE SERVICE BY THE CUSTOMER

- 1. The service is provided for use by the customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this Guide.
- 2. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:
 - a. The placing or acceptance of a WATS call in response to an uncompleted long distance message which was made to transmit or receive intelligence without the payment of the applicable message charge.
 - b. The obtaining, or attempting to obtain, or assisting another to obtain WATS service, by rearranging, tampering or making connection with any services of Frontier-or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid the payment, in whole or part, of the regular charge for such service.
 - c. The use of services of Frontier for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another.
 - d. The use of profane or obscene language.
 - e. The use of the service in such a manner as to interfere unreasonably with the use of service by one or more other customers.

U. CONTINUITY OF SERVICE

- 1. In case of connection or restoration of a WAL for a customer at a location where WATS service has been disconnected or suspended(1) by him less than two weeks previous, charges for the service so established will commence one day following the effective disconnect or suspend date of the prior service.
- 2. After the minimum contract period, WATS may be suspended for a period of not less than 60 days and not more than 11 months in any 12 month period. The suspension rates will not be applicable for a subsequent suspension until the suspended service has been restored to the full rates for one month.
- 3. Service will be suspended as referenced in Section 10 of Frontier's Texas General Exchange Tariff.

(1) Suspended service refers to vacation service.

V. USE OF SERVICE FOR UNLAWFUL PURPOSES

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

W. SPECIAL CONSTRUCTION OF FACILITIES

WATS will be furnished at the rates contained in this Guide, provided the necessary facilities are available. Where facilities are not available, and unusual expenditures are involved in making them available, the customer may be required to pay additional charges to cover the unusual expenditures, or to contract for service beyond the initial period.

X. CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

Terminal equipment and communications systems may be connected at the customer's premises to WATS by Frontier-where such connections are made in accordance with the provisions of the Frontier's Texas General Exchange Tariff, Section 5, Interconnection of Customer-Provided Equipment and Facilities, and Section 30, Connection with Customer-Provided Equipment and Facilities.

Y. TEXAS UNIVERSAL SERVICE FUND (TX USF) CHARGE

The TX USF Charge is for the recovery of the Company's TX USF assessment. The charge is assessed as a percentage applied against the customer's intrastate telecommunications services receipts. All services in this Guide, purchased by retail customers, are subject to the TX USF.

The TX USF Charge will change periodically due to assessment fund and revenue changes. The percentage as of August 1, 2022 is 24%.

The TX USF Charge will be identified on the retail customer's bill as "Texas Universal Service".

(T) (I)

EFFECTIVE: AUGUST 1, 2022

A. GENERAL

Each WAL will be arranged, at the option of the customer, for either outward service or 800 Service but not both.

B. USAGE RATE PERIODS

- 1. Rates applicable are based on the time of day, day of weak as follows:
 - a. <u>Business Day Period</u>

8 a.m. to 5 p.m., Monday through Friday. The Business Day Period for holidays (New Year's Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day) is charged at Evening Period Rates.

b. Evening Period

5 p.m. to 11 p.m., Sunday through Friday.

c. Night/Weekend Period

11 p.m. to 8 a.m., all days 8 a.m. to 11 p.m., Saturday 8 a.m. to 5 p.m., Sunday

2. Minimum Average Time Requirement (MATR)

Usage is subject to an average of 30 seconds per completed call in each rate period for each billing period. This means that if the average duration per call in any rate period during each billing cycle is less than 30 seconds, billing will be based on an average duration of 30 seconds per call.

C. WATS RATES (5)

1. Rates for 800 Service in 2 following, will apply to the intraLATA portion of 800 Service. Rates for the interLATA portion of 800 Service will be at the appropriate rates as found in the Guides of the interexchange carrier.

If sufficient data is not available to determine the customer's intraLATA usage, 21 percent of the total intrastate 800 Service usage will be considered to be intraLATA usage, and 79 percent will be considered to be interLATA usage.

2. Access Line and Usage Rates - 800 Service (1)(2)(4)

Monthly Usage Rate Table, per hour

	<u>Day</u>	<u>Evening</u>	Night/Weekend
First 15 Hours	\$18.00	\$13.50	\$10.80
Next 25 Hours	16.20	12.15	9.72
Next 40 Hours	14.58	10.94	8.75
Over 80 Hours	13.12	9.84	7.87

- 3. Rates for Outward WATS in 4 following will apply to the intraLATA portion of outward WATS. Rates for the interLATA portion of Outward WATS will be at appropriate rates as found in the Tariffs of the interexchange carrier.
- 4. Access Line and Usage Rates Outward WATS (1) (2) (4)

 - b. Monthly Usage Rate Table, per hour (4)

	<u>Day</u>	<u>Evening</u>	Night/Weekend
First 15 Hours	\$13.50	\$10.13	\$8.10
Next 25 Hours	12.15	9.12	7.29
Next 40 Hours	10.94	8.21	6.56
Over 80 Hours	9.85	7.39	5.90

(See Sheet 4 for Footnotes)

(5) Effective November 3, 2012, Wide Area Telecommunications Service (WATS) is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted.

C. WATS RATES (5) (Cont'd)

5. Local Area Service (4)

c. Designated service areas are as follows:

Number Plan Access

Local Area 1	214, 817, and 903
Local Area 2	806 and 915
Local Area 3	409 and 713
Local Area 4	512

- Non-Joint Provided IntraLATA 800 Service
 - a. The per minute of use charge applicable for all intraLATA usage that is billed to the interexchange carrier under the Non-Joint Provided 800 Service Option will be billed from Frontier's Texas Facilities for State Access Service Tariff, Section 4, Switched Access Service.
 - The 800 intraLATA 800 Service usage for the Non-Joint Provided 800 Service option is determined by the jurisdictional reporting requirements that are required as outlined in Frontier's Texas Facilities for State Access Service Tariff, Section 4, Switched Access Service.
 - c. The provision of Non-Joint Provided Service is applicable to all calls utilizing the 1+800 dialing plan regardless of how such calls are terminated, except as otherwise specified in Section 4, of Frontier's Facilities for State Access Service Tariff.

(See Sheet 4 for Footnotes)

(5) Effective November 3, 2012, Wide Area Telecommunications Service (WATS) is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted.

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C.	WATS RATES	(5)	(Cont'd)	١
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- (1) IntraLATA usage placed over an interstate multi-jurisdictional WALs that is installed after March 1, 1987 will be billed to the enduser unless written documentation is received from the interexchange carrier accepting responsibility for the intraLATA usage charges. The interexchange carrier is required to provide end-user contact information on all lines to be installed after March 1, 1987 so that end-user billing information can be obtained, unless the interexchange carrier accepts responsibility for the intraLATA USAGE CHARGES. IntraLATA usage over multi-jurisdictional WALs installed prior to March 1, 1987 will be billed to the interexchange carrier unless the interexchange carrier provides Frontier sufficient end-user billing information to bill the intraLATA usage to the end-user.
- (2) The intraLATA WAL rate is not applicable on multi-jurisdictional WAL.
- (3) The intraLATA WAL rate applies for the provision of Frontier's intraLATA only outWATS service as well as the provision of joint-provided outWATS or 800 Service provided in conjunction with an interexchange carrier pursuant to Section 4, Terms and Conditions.
- (4) Obsolete Applicable to existing customers only, as of October 22, 2004.
- (5) Effective November 3, 2012, Wide Area Telecommunications Service (WATS) is no longer available to new customers. Moves, additions or changes to subscribers existing services are not permitted.

D. METHOD OF DETERMINING MONTHLY CHARGES

For all WALs on which usage is recorded by Frontier by time-of-day rate periods, the usage charge is determined using steps 1 through 5.

- 1. Determine the total number of completed calls for each rate period for each service arrangement.
- 2. Apply the Minimum Average Time Requirement of 30 seconds by dividing the number of completed call. for each rate period in each service arrangement by 120. (One call thirty seconds).
- 3. Determine the total actual hours used for each rate period for each service arrangement.
- 4. Determine the total chargeable hours used for each rate period for each service arrangement. This is the greater of 2 or 3, above rounded to the nearest tenth (one decimal place).
- 5. Determine the total usage charge for all rate periods in each service arrangement by applying the rates shown in the rate table in Section 5, Sheet No. 2, C., WATS RATE, 2., for 800 Service and Section 5, Sheet No. 2, WATS RATE, 4., for OUTWATS Service.

E. CHARGEABLE TIME

- Chargeable time begins when connection is established between a station associated with the WAL and the calling or called station, and ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 2. When a connection is established in one rate period and ends in another, the rate for such rate period applies to the portion of the connection occurring within that rate period.
- 3. The rate charged is determined by the day and time (standard or daylight savings) at the WAL location.
- 4. When 800 Service is directly connected at a customer's premises to a communications system, chargeable time begins when the 800 Service call terminates in or passes through the first multiline terminating system or terminal equipment on that communications system. It is the customer's responsibility to furnish appropriate answer supervision to the point of connection with the 800 Service so that chargeable time may begin.

F. ACCESS LINE EXTENSION LINE (EWW)

Extensions of individual WALs are provided at locations with the LATA for which the access line rate applies. The mileage rates and measurements are the same as for an extension on flat rate business service as specified in the Frontier's Texas General Exchange Tariff. Service charges as set forth in Section 13 of the Frontier's Texas General Exchange Tariff will apply for extensions of individual WAL.

G. DIRECTORY LISTINGS

Directory listings will be made as specified in Section 12 of the Frontier's Texas General Exchange Tariff. Rates for business regular and extra listings as specified in Section 12 of the Frontier's Texas General Exchange Tariff are applicable for all directory listings including WATS Services.

H. INSTALLATION, MOVE AND CHANGE CHARGES

- A charge of \$119.00 applies for the installation or outside move of each WAL. An outside move is considered to be the discontinuance of WATS at one premises and installation of the WAL at another premises within the same exchange.
- 2. A charge of \$60.00 applies for a change from outward to 800 Service or vice versa or for a change in WATS class of service or for a change of an 800 Service number at the request of the customer.

I. BUSINESS LINE 800 AND RESIDENCE LINE 800 SERVICE

- 1. If the customer has subscribed to Variable Call Destination Service and the customer's service is originated and terminated within more than one LATA, the customer's usage billing will be computed separately by each Revenue Accounting Office (RAO) serving the LATAs in which the customer has subscribed to the service. The customer will receive a separate billing statement from each RAO. (1)
- The Minimum Average Time Requirement (MATR) for Business Line 800 and Residence Line 800 Service usage is 30 seconds.

(1) If a LATA is served by two RAOs the usage billing will not be split between the two RAOs.

I. BUSINESS LINE 800 AND RESIDENCE LINE 800 SERVICE (Cont'd)

- 3. Method of Determining Monthly Usage Charges Business Line 800 and Residence Line 800 Service:
 - a. Determine the total number of completed calls for each Frontier's Business/Residence Line 800 Service number.
 - b. Determine the equivalent hours for each Frontier's Business/Residence Line 800 Service number rounded to the nearest tenth used by applying the Minimum Average Time Requirement (MATR) as described in I.2.
 - c. Determine the total actual hours of use for each Frontier's Business/Residence Line 800 Service number, rounded to the nearest tenth of one hour.
 - d. Determine the chargeable hours for each Frontier's Business/Residence Line 800 Service number. This is the greater of b. or c., above. Round the result to the nearest tenth of an hour.
 - e. Determine the total usage charge by applying the rates shown in the rate table in Section 5, Sheet No. 2, of this Guide to the chargeable hours derived in d., above, rounded to the next highest cent.
- 4. Usage which is delayed from being processed during the normal billing cycle, will be billed as usage during the next billing period immediately following the receipt of the message information which is necessary for billing. Previous months' bills which did not include usage which was delayed will not be reissued to account for the delayed usage.
- 5. Optional Contract Periods Customers may choose to subscribe on a month-by-month (no contract) basis or take advantage of lower IntraLATA rates offered to customers who contract to subscribe to the service for longer periods of time. Options include: one year, two years or three years.
 - Expiration of Contract If a customer's contract period expires and the customer has not cancelled or established a
 new contract with the company, the customer's service will be continued under the month-by-month rates.
 - b. Termination Liability If a customer terminates prior to the expiration date of the contract, the customer's contract period to date usage will be re-rated at the month-by-month (no contract) Guide rate, and the payments made to date shall be deducted from this re-rated total. The customer's termination liability would be the difference between these two figures.

I. BUSINESS LINE 800 AND RESIDENCE LINE 800 SERVICE (Cont'd)

6. <u>Unique Ringing Signal</u> - An option available to Frontier's Business Line/Residence Line 800 Number Service customers. A unique ringing signal will allow the customer to distinguish if the incoming call was placed by dialing the customer's 800 number or the customer's local exchange number.

A unique ringing signal is available only where facilities permit. It is not available for use on Centrex Service lines, PBX trunks or on local exchange facilities arranged for rotary service.

If the customer has Frontier's Business Line/Residence Line 800 Service configured for multiple terminations, unique ringing will be provided on only one termination. The termination, when applying unique ringing, must be in the Telephone Company's serving area.

There is no additional charge for this feature for customers who subscribe to Business Line 800/Residence Line 800 Number Service for a one, two, or three year contract period. There is no additional nonrecurring charge if this feature is ordered on the initial installation of BL800/RL800 service on a one, two or three year contract.

Customers subscribing to BL800 or RL800 Service on a month-by-month basis may order Distinctive Ring as listed in the Frontier's General Exchange Tariff .

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RATES

. BUSINESS LINE 800 AND RESIDENCE LINE 800 SERVICE (Cont'd)

		Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
7.	Per 800 Number - Initial (2)	\$ 8.00	\$ 11.00 (I)
8.	Per 800 Number - Subsequent (2)	8.00	11.00 (I)
		Monthly <u>Charge</u>	Nonrecurring <u>Charge (1)</u>
9.	Variable Call Destination Service (Per Location) (2)	\$2.00	\$8.00
10.	IntraLATA Usage Rates (2) ALL TIMES OF DAY		Rate <u>Per Hour</u>
	Month-by-Month (No Contract) Usage per Hour Up to and including 10 hours Greater than 10 hours		11.00 9.90
	One Year Contract Usage per Hour Up to and including 10 hours Greater than 10 hours		10.13 9.00
	Two Year Contract Usage per Hour Up to and including 10 hours Greater than 10 hours		9.35 8.42
	Three Year Contract Usage per Hour Up to and including 10 hours Greater than 10 hours		8.80 7.43

⁽¹⁾ Not applicable if a Service Establishment, change charge or nonrecurring charge associated with Variable Call Destination Service applies on the same order.

⁽²⁾ Obsolete – Applicable to existing customers as of October 22, 2004, only.