13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.1 GENERAL

A Service Order Charge as set forth in Section 5.4.1 may be applicable to services ordered from this section.

13.2 ADDITIONAL ENGINEERING

Additional Engineering, including engineering reviews as set forth in Section 5.4.2, will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in the Price Schedule will apply, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

- A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Record (DLR) as set forth in Section 2.1.13.

- A Customer requested Design Change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review set forth in Section 5.4.2. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the Customer authorizes the Company to proceed with the Design Change.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3 ADDITIONAL LABOR

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in 13.3.1. through 13.3.5. following. The Company will notify the Customer that the Additional Labor charges set forth in the Price Schedule will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

13.3.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

13.3.2 Overtime Repair

Overtime repair is that Company repair effort performed outside of normally scheduled working hours.

13.3.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

13.3.4 Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect other companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3 ADDITIONAL LABOR (Cont'd)

13.3.5 Other Labor

Other labor is that additional labor not included in 13.3.1 through 13.3.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

13.4 MISCELLANEOUS SERVICES

13.4.1 Presubscription

A. General Description

Presubscription is the process by which End User Customers may select and designate to the Company, an Interexchange Carrier (IXC) for completing intrastate intraLATA Calls without dialing an access code. This IXC is referred to as the End User's IntraLATA Primary Interexchange Carrier (IPIC) for intraLATA Calls.

1) End Users will be asked to presubscribe to an IXC at the time they place an order with the Company for Local Exchange Service. They may select either of the following options:

   a. designate an IXC as their IPIC and dial 10XXX or 101XXXX to reach other IXCs, or

   b. designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101XXXX for all Calls to all IXCs.

   There will be no charge for this initial selection. Only one IXC may be selected for each individual line, or lines terminating in the same hunt group, for the IPIC.

2) Subsequent to the establishment of Local Exchange Service and the End User's initial selection, an IPIC Change Charge, as set forth in the Price Schedule following, will apply for any changes.

3) If an End User fails to make an initial selection prior to the establishment of Local Exchange Service, the End User will be required to dial an access code (10XXX or 101XXXX) for all intrastate intraLATA Calls as available.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.1 Presubscription (Cont'd)

B. Obligations of IXCs

1) If an IXC elects to discontinue its intraLATA service offering, the IXC will notify the Company of the cancellation. The IXC will also notify all presubscribed End Users that they are canceling their service and that they should contact the Company to select a new IPIC. The IXC will also inform the affected End User that it will pay the IPIC Change Charge. The Company will bill the discontinuing IXC the IPIC Change Charge for each End User that the IXC has designated to it.

2) If an IXC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reason other than that set forth in 1) above, the IXC will identify to the Company any affected End Users and advise the Company of the new CIC to be assigned to these End Users. If the CIC change involves a change of carrier for any End Users, the IXC will notify the affected End Users of the change. The Company will change the predesignated carrier code of each End User identified by the IXC to the new CIC and bill the IXC the IPIC Change Charge set forth in the Price Schedule for each End User line or trunk that is changed.

3) IXCs must comply with all State requirements for verifying IPIC change orders obtained by telemarketing prior to submitting orders to the Company and for instituting steps to obtain Letters of Authorization (LOA) on IPIC change orders submitted to the Company.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.1 Presubscription (Cont'd)

C. Reserved for Future Use

D. Reserved for Future Use

13.4.2 Billing Name and Address Service

A. General Description

1) Billing Name and Address (BNA) Service is the provision by the Company to an intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.

2) BNA Service is provided only for the purposes of allowing Customers to bill their End Users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of End Users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

   BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

3) BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted End Users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

B. Undertaking of the Company

1) Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.

2) Upon written request from an authorized individual of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers per request can be faxed to AT&T. A request for information on over 50 telephone numbers per request must be mailed to AT&T. A Customer may not request a total of more than 200 telephone numbers by manual (fax and/or mail) requests per month. The standard response to such requests will be via facsimile or other negotiated mediums, such as Direct:Connect or tape.

3) Upon receipt of a magnetic tape or electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's magnetic tape or data file. The standard response for magnetic tape requests will be via magnetic tape. The standard response for an electronic BNA request will be via electronic feed.

4) Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 13.4.2.D.4) following.

5. The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

B. Undertaking of the Company (Cont'd)

6) The Company will not disclose BNA information to parties other than intrastate service providers and their authorized agents. BNA disclosure is limited to those purposes as defined in 13.4.2.A.2) preceding.

7) The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 13.4.2.A.2) preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

C. Obligations of the Customer

1) Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.

2) A Customer which intends to submit recorded calls via magnetic tape or electronic feed must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

3) The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 13.4.2.A.2) preceding.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

C. Obligations of the Customer (Cont'd)

4) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records it assembles through the use of BNA Service.

5) Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.

6) The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.

7) The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

D. Rate Regulations

1) A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.

2) A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

D. Rate Regulations (Cont'd)

3) A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via magnetic tape or electronic feed. The charge applies for each telephone number for which BNA information is requested.

4) The Company will bill the Customer in accordance with 2) and 3) preceding regardless of whether or not the Company was able to provide BNA information for all requests.

5) Customer requests for BNA information which are non-standard are subject to Non-Standard-BNA Request Charges and Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming and Company-Provided Magnetic Tape Charges will also apply, if required to meet the Customer's request.

6) Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in AT&T F.C.C. Tariff No. 28, will apply.

7) The rates for BNA Service are set forth in the Price Schedule.

13.4.3 Maintenance of Service

A. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.3 Maintenance of Service (Cont'd)

B. The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer Premises or to a Point of Interconnection in connection with Network Interconnection Services, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.

C. In either A. or B. preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The rates for Maintenance of Service are the same as the rates set forth in the Price Schedule for Testing and Maintenance with Other Companies as described in 13.3.4.

13.4.4 Toll Free (8YY) Data Base Service

Toll Free (8YY) Data Base Service is an originating offering, which provides a carrier identification function for numbers using Toll Free Service Access Codes (SACs). When a Toll Free Service number is originated by an End User, the Company will query the appropriate data base to perform the carrier identification function. For this service a Carrier Identification Charge as set forth in the Price Schedule will apply.

A. 8YY to POTS Translation Optional Feature

The 8YY to POTS Translation Optional Feature allows End Users to designate a 10 digit POTS telephone number to be translated from a specific 8YY number to be delivered to the End User's premises. If the 8YY to POTS Translation Optional Feature is ordered, the End User will be unable to determine that such calls originated as 8YY dialed calls unless the Customer also orders the Automatic Number Identification (ANI) optional feature. For this feature an 8YY to POTS Number Translation Charge as set forth in the Price Schedule will apply.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.4 Toll Free (8YY) Data Base Service (Cont'd)

B. Call Handling and Destination Feature

The Call Handling and Destination Feature is available to 8YY Data Base Service End Users on an optional basis. This feature allows for the End User to create call processing logic for 8YY dialed calls. In this manner the 8YY Data Base Service can be customized to meet individual requirements. The feature may be used in combination with one or more routing options based upon End User specification and technical switch limitations.

The End User may segment the 8YY calls based on the following options to choose different terminating destinations and/or multiple carriers:

- Specific telephone number of the calling party
- Time of day
- Day of week
- Specific days of the year (e.g. December 25)
- Percentage of traffic (in one percent increments)

The availability of the Call Handling and Destination Feature based on specific telephone number of the calling party is subject to the Company's ability to obtain full 10-digit ANI of the calling party. For the Call Handling and Destination Feature a charge as set forth in the Price Schedule will apply.

Toll Free (8YY) Data Base Service is provided subject to technical capability and successful completion of application testing.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.5 Reserved for Future Use

13.4.6 Reserved for Future Use

13.4.7 Provision of Access/Network Interconnection Service Billing Information

A. The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

1) Paper

- Detailed paper bill

2) Bill Data Record

- Magnetic Tape
- Electronic Data Transmission

B. In addition to the Customer's primary monthly Access or Network Interconnection Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.

C. At the option of the Customer, and for an additional charge as set forth in the Price Schedule.

1) Additional hard copies of the monthly Access or Network Interconnection Service bill or service and features record may be provided on paper.

2) Additional Bill Data Record information may be provided on magnetic tape.

3) Additional Bill Data Record information may be transmitted to the Customer by electronic data transmission.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.7 Provision of Access/Network Interconnection Service Billing Information (Cont'd)

D. The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4. applies to all primary monthly Access or Network Interconnection Service bills, regardless of the chosen bill medium.

E. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Access or Network Interconnection Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

F. Regulations regarding electronic data transmission failure will apply as follows:

1) In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.7 Provision of Access/Network Interconnection Service Billing Information (Cont'd)

F. (Cont'd)

2) In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in the Price Schedule.

3) In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in 1) and 2) preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if 2) preceding applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in the Price Schedule.