

ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 22-45, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 6 contains all changes from the original tariff that are in effect on the date hereof.

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Nevada Bell Telephone Company
One SBC Plaza, Dallas, Texas 75202

ACCESS SERVICE

RATES, RULES AND CHARGES

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service

The Telephone Company may refuse additional applications for service or discontinue the provision of services as set forth in 2.1.8(A)(1) and 2.1.8(A)(2) following, unless the provisions of 2.2.2(B) (Interference or Impairment) or 2.5 (Connections) following apply, when the customer fails to comply with:

- 2.1.6 (Maintenance of Service),
- 2.2.3 (Unlawful and Abusive Use),
- 2.3.1 (Damages),
- 2.3.6 (Availability for Testing),
- 2.3.7 (Balance)
- 2.3.14 (Jurisdictional Reports), or
- 2.4 (Payment Arrangements and Credit Allowances)- including any payments to be made by the customer on the dates and times herein specified.

(A) The Telephone Company may initiate any or all of the actions described in 2.1.8(A)(1) and 2.1.8(A)(2) on fifteen (15) calendar days written notice for failure to comply with the bill payment provisions in 2.4.1 if:

- (i) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
- (ii) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given.

The 15 day notice will be made by Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, such notice period to start the day after the notice is sent.

For all other compliance failures not qualifying for 15 day notice, the Telephone Company will give thirty (30) calendar days written notice by Overnight Delivery or Certified U.S. Mail (return receipt requested) to the person designated by that customer to receive such notices of noncompliance, such notice period to start the day after the notice is sent. The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer.

Overnight Delivery under this section shall be performed by a reputable carrier such as the U.S. Postal Service Express Mail, Airborne, United Parcel Service, or Federal Express.

- (1) Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at anytime thereafter. The Telephone Company may also refuse to accept and process any requests from end users or from the customer to designate that customer as the end user's Primary Interexchange Carrier (PIC), as described in Section 13.3.3, following.

Certain material previously appearing on this page now appears on 5th Revised Page 2-15.
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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(A) (Cont'd)

(1) (Cont'd)

If an end user contacts the Telephone Company to designate the customer as the end user's PIC, the end user will be given the choice of either remaining with the end user's existing PIC or selecting a new PIC other than the customer. If the Telephone Company does not refuse additional applications for service or PIC changes to the customer on the date specified in the fifteen (15) or thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer or PIC changes to the customer without further notice.

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Certain material appearing on this page previously appeared on 4th Revised Page 2-14

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ACCESS SERVICE

2. General Regulations (Cont'd)

(N)

2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

(A) (Cont'd)

- (2) Discontinue the provision of the services to the noncomplying customer. If the Telephone Company discontinues service, it will no longer route any switched access traffic that uses the customer's Carrier Identification Code(s) (CIC). In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the notice and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

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The Telephone Company will not initiate any of the actions described in paragraphs (1) and (2) above as to disputed bill amounts where the customer does not pay disputed bill amounts by the bill due date as specified in Section 2.4.1(B)(1), (2), (3)(a) and (b), and the Telephone Company has not rendered a decision on the dispute. The dispute process is outlined in 2.4.1(B)(3)(c), (d), and (e).

(N)

- (B) When access service is provided by more than one telephone company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the telephone companies affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other telephone companies will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the telephone companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the telephone company where the customer end office is located shall prevail for joint service discontinuance provisions.

(N)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.16 Certification of Special Access Services As Interstate
(Cont'd)

(C) Verification Information

If a billing dispute arises or a regulatory commission questions the interstate certification for the Special Access Service, the Telephone Company will ask the customer to provide the general information on system design and functionality it uses to determine that the Special Access Service interstate traffic is more than ten percent (10%) of the total traffic carried on the Special Access Service. If the customer has usage information or usage studies which it uses to verify the interstate traffic, the customer shall supply the studies when requested by the Telephone Company not to exceed once per year. The customer shall supply the data within 30 days of the Telephone Company request.

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ACCESS SERVICE

2. General Regulations (Cont'd)

(N)

2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

To protect itself from the risk of non-payment, the Telephone Company may require a customer to provide a cash deposit in those instances specified in 2.4.1(A) below.

(A) There is a proven history of late payments or the customer has not demonstrated established credit. A proven history of late payments is defined as 2 or more occasions within the preceding 12 months in which payment(s) for the undisputed charges of that month's total billings (sum of all bills sent in that month for all accounts for all services provided under this tariff by the Telephone Company) was

- (1) not received within 3 business days following the payment due date and
- (2) the payment(s) not received within 3 business days represented at least 10% of the month's total billings for all accounts for all services provided under this tariff by the Telephone Company.

Example for January 2005 billings:

Assume:

\$100 payment for a January billing received on the due date
\$100 payment for a January billing received 1 business day late
\$100 payment for a January billing received 4 business days late

Total January billings for all accounts for all services provided under this tariff by the Telephone Company sum to \$300. There are no disputes.

One payment is recognized as being late since it is beyond 3 business days late and it represents 33% of the monthly billings. This would represent the first occasion of a monthly late payment.

Disputed billed amounts for the sake of this section are disputed via the process outlined in 2.4.1(B)(3)(c), (d) and (e).

In the event that a customer has a history of late payments or has not demonstrated established credit, the Telephone Company may require the customer to pay a two-month deposit based on the total charges billed and rendered by the Telephone Company for the most recent two months of service. In the event the customer has not received two months of service from the Telephone Company, the two-month deposit will be based on charges estimated by the Telephone Company for the initial two-month period.

(N)

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ACCESS SERVICE

2. General Regulations (Cont'd)

(N)

2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

The Telephone Company will provide the customer written notice by Overnight Delivery as described in 2.1.8(A) if a deposit is required under this section. The customer must pay the two-month deposit within 15 business days following the date the written notice is sent to the customer. Such notice period will begin the day after the notice is sent. If the customer fails to pay the deposit by the due date, as described above, the Telephone Company may send the customer a written notice by Overnight Delivery stating that if the deposit is not received within 15 calendar days of the original deposit due date, the Telephone Company may take any or all of the actions specified in Section 2.1.8(A).

Simple interest at a rate set forth in 2.4.1(A)(1) following will accrue on cash deposits. Simple interest will be applied for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company.

The cash deposit will be returned, with any accrued, uncredited interest within 15 business days of when a customer with a history of late payments or no established credit history demonstrates a one-year prompt payment record (undisputed billed balances are paid within the bill payment requirements outlined in 2.4.1(B)(3)(a)).

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

In the event the provision of all service to the customer is terminated and the Telephone Company maintains a cash deposit from the customer, the deposit and any accrued, uncredited interest will be applied to any outstanding sums owed to the Telephone Company, and any remaining balance will be returned to the customer.

(1)

State	Interest Rate
Nevada	The customer will receive interest for each month or portion thereof that a deposit is held at the rate computed per Nevada Revised Statute (NRS) Chapter 704.655, which is at the rate fixed for 6-month Treasury bills of the United States at the first auction: (i) On or before December 1 of any year for the period from January 1 to June 30 of the succeeding year, or (ii) On or after June 1 of any year for the period from July 1 to December 31 of that year.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, then a late payment penalty shall be due to the Telephone Company. The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received.

(c) In the event that a billing dispute occurs concerning any charges billed to the customer by the Telephone Company the following regulations will apply.

(1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit the Telephone Company to investigate the merits of the dispute.

(2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required by Section 2.4.1(B)(3)(c)(1) above.

(3) The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer in writing of the disposition and, if the billing dispute is resolved in favor of the customer, applies the credit for the amount of the dispute resolved in the customer's favor to the customer's bill.

(4) If the dispute is decided to be in favor of the Telephone company, then the resolution date will be the date upon which a written decision on this dispute is sent to the customer.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the customer, any late payment charges collected on the disputed amount will be credited to the customer for each month or portion thereof that they were collected. In addition, if the customer disputes the billed amount and pays the total amount (i.e., the nondisputed amount and the disputed amount) and the billing dispute is resolved in the favor of the customer, the customer will receive a credit for the disputed amount penalty from the Telephone Company. The disputed amount penalty shall be the disputed amount resolved in the customer's favor plus penalty interest as set forth in 2.4.1(B)(3)(b) preceding.

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When a customer pays the total amount on or before the due date, and a dispute is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a dispute is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the dispute or the date of overpayment, whichever is later. The penalty interest period shall end on the date the Telephone Company pays the overpayment and associated disputed amount penalty to the customer's account.

(M)

The disputed amount penalty factor credited to the customer shall be calculated at 1.5% for each month or portion thereof for which the overbilling existed.

(d) In the event that a billing dispute concerning any charges billed to the Customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(d) (Cont'd)

If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment due date, the late payment charge for the disputed amount will start after the payment due date. The late payment charge will continue to accrue until payment is received by the Telephone Company.

If the customer disputes the bill after the payment due date, and pays the undisputed amount after the payment due date, the late payment charge for the disputed amount shall begin on the payment due date.

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