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October 1, 2012

Via E-Mail - ndpsc@nd.gov

Ms. Illona A. Jeffcoat-Sacco
Executive Secretary
North Dakota Public Service Commission
State Capitol Building
600 East Boulevard
Bismarck, ND 58505

Re: AT&T Corp.'s Local Residential Exchange Services Tariff

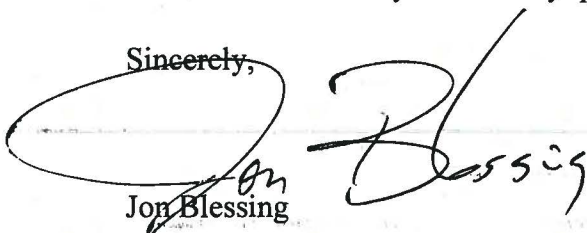
Dear Ms. Jeffcoat-Sacco:

Enclosed for filing is a tariff package which introduces a new Local Residential Exchange Services Tariff for AT&T Corp. ("AT&T"). This filing replaces the current AT&T Communications of the Midwest, Inc.'s Local Residential Exchange Services Tariff in its entirety.

AT&T requests a filing date of October 1, 2012 and an effective date of November 1, 2012.

Please contact me if you have any questions or concerns at (303) 299-5703.

Sincerely,



Jon Blessing

AT&T CORP.

LOCAL RESIDENTIAL EXCHANGE SERVICE

STATE OF NORTH DAKOTA

TITLE PAGE
ORIGINAL PAGE 1

ISSUED: OCTOBER 1, 2012

EFFECTIVE: NOVEMBER 1, 2012

AT&T CORP.

LOCAL RESIDENTIAL EXCHANGE SERVICES

REGULATIONS

AND

SCHEDULES OF RATES

NORTH DAKOTA

Effective November 1, 2012, the AT&T Corp. Local Residential Exchange Services Tariff hereby supersedes and replaces the AT&T Communications of the Midwest, Inc., Local Residential Exchange Services Tariff in its entirety.

AT&T CORP.

LOCAL RESIDENTIAL EXCHANGE SERVICE

STATE OF NORTH DAKOTA

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ISSUED: OCTOBER 1, 2012

EFFECTIVE: NOVEMBER 1, 2012

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PRICE SCHEDULE

AT&T CORP.

LOCAL RESIDENTIAL EXCHANGE SERVICE

STATE OF NORTH DAKOTA

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AT&T CORP.

LOCAL RESIDENTIAL EXCHANGE SERVICE

STATE OF NORTH DAKOTA

SECTION 1
ORIGINAL PAGE 1

ISSUED: OCTOBER 1, 2012

EFFECTIVE: NOVEMBER 1, 2012

1. APPLICATION OF TARIFF

1.1 GENERAL

All references herein to AT&T FCC Tariffs, insofar as the service offering set forth in the AT&T FCC tariffs have been or become detariffed, shall be construed to be references to the AT&T Consumer Services Guide located at <http://www.att.com/serviceguide/home>.

This Tariff applies to the furnishing of Local Residential Service, defined herein, by AT&T Corp. (hereinafter referred to as the "Company" or "AT&T"). Local Residential Service is furnished for the use of end users in placing and/or receiving local telephone calls within the Local Service Area. Services, features and functions will be provided where facilities, including but not limited to: billing capability, technical capability and the ability of the Company to purchase service elements from appropriate tariffs for resale are available.

The provision of Local Residential Service is subject to the existing regulations, terms, and conditions specified in this Tariff and the Company's current tariffs and may be revised, added to or supplemented by superseding issues.

AT&T reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company.

1. APPLICATION OF TARIFF

1.2 TARIFF FORMAT

1.2.1 Page Numbers

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially in each Section. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.

1.2.2 Page Revision Numbers

Page revision numbers also appear in the upper right hand corner of the page. These numbers are used to determine the most current page on file. For example, a 4th Revised Page cancels a 3rd Revised Page.

1.2.3 Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its previous higher level. The following is an example of the numbering sequence used in this Tariff.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a)I.
- 2.1.1.A.1.(a)I.(i)
- 2.1.1.A.1.(a)I.(i)(1)

1. APPLICATION OF TARIFF

1.2 TARIFF FORMAT (continued)

1.2.4 References to Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariff in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

1.2.5 Explanation of Tariff Revisions Symbols

These symbols will appear in the right hand margin, when applicable.

- (C) - To signify changed regulation
- (D) - To signify discontinued material
- (I) - To signify rate increase
- (M) - To signify material moved from or to another part of the tariff with no change, unless there is another symbol present
- (N) - To signify new material
- (R) - To signify rate reduction
- (T) - To signify a change in text but no change in rate or regulation

1.2.6 Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this Tariff, are Trademarks and Service Marks of AT&T and are as specified in the Table of Contents and/or the appropriate Service Section of this Tariff.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

All references herein to AT&T FCC Tariffs, insofar as the service offering set forth in the AT&T FCC tariffs have been or become detariffed, shall be construed to be references to the AT&T Consumer Services Guide located at <http://www.att.com/serviceguide/home>.

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

Local Residential Service consists of furnishing one-way or two-way communication to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this Tariff.

Services, features and functions will be provided where facilities, including but not limited to: billing capability and technical capabilities are available without unreasonable expense to the Company.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

Except as may otherwise be specified in this Tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may reasonably be requested by the Company, in connection with the provisioning of Local Residential Service.

Any termination shall not relieve the Customer of their obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

Service is classified and charged for as Consumer Service when the service is provided in a private residence for personal non-business use. If it is determined that consumer service is being used in such a manner that it would be classified and charged for as business service, the Company reserves the right to either:

- reclassify the service or
- discontinue the service

The resale of residential service to business customers is prohibited.

2.1.3 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.4 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provided or installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer.
- D. Equipment the Company provides, installs or has installed on its behalf at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities.
- F. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:
 - 1) The provision of a signaling system database by another company;
 - 2) The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 3) The reception of signals by Customer-provided equipment.
- G. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.5 Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of the Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately and without notice deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other Company services.

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special, reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff as a Credit Allowance for Interruptions and Service Quality Guarantees.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence.
- D. The Customer shall indemnify, defend, and hold the Company harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2) Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3) All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.1 Service Liability (continued)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and user against all claims, losses or damages by any person relating to the service provided pursuant to this Tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (continued)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

Except as may otherwise be specified in this Tariff, interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited upon request to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this Tariff.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

- 1) The payment of all applicable charges pursuant to this Tariff;
- 2) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the sole negligence or willful misconduct of the employees or agents of the Company;
- 3) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Local Residential Service to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to the Customer;
- 5) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.1 Customer Responsibilities (continued)

A. The Customer shall be responsible for: (continued)

- 6) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 7) Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2. GENERAL REGULATIONS

2.4. CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

2.4.1. Recording of Two-Way Telephone Conversations

The Company shall not, except as required by law, record the content of two-way telephone conversations.

If any Customer-provided voice recording equipment is directly, acoustically or inductively connected with AT&T Local Residential Service, the Customer is solely responsible for compliance with any applicable state laws as well as the content of any such recording.

1) Exceptions

The exceptions to the foregoing requirements are as follows:

- a. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
- b. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
- c. Recording of calls made by Federal, State or local law enforcement authorities, or Federal intelligence authorities, acting under cover of law.

2.4.2. Violation of Regulations

When any terminal equipment or communications system is used with Local Residential Service in violation of any of the provisions of this Tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

2.5.1 Establishment and Re-establishment of Credit

The Company may conduct a credit investigation of each Residential Service Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued by the Company for nonpayment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

2.5.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage-sensitive charges will be billed for the preceding billing period. Recurring charges and usage-sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro-rata basis.

2.5.3 Billing Disputes

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff.

The Customer must provide the Company with notice of a dispute within one hundred and twenty (120) days from the bill date.

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (continued)

2.5.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service, advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

2.5.5 Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

Deposits held will accrue simple interest in accordance with North Dakota Public Utilities Commission regulations.

A deposit is returned to the Customer, less any amounts due the Company when service is discontinued. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

2.5.6 Returned Check Charges

In addition to any late payment charges specified in this Tariff, the Customer will be assessed a charge for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (continued)

2.5.7 Minimum Period Charge

Except as may otherwise be specified in this Tariff, the minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

2.5.8 Late Payment Charge

If any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company, provided billing capability exists. The Customer shall be assessed a Late Payment Charge on any delinquent account balance when that balance exceeds \$10.00. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a factor. The applicable interest rate shall be 21% annually, simple interest (1.75% per month, simple interest) unless an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply.

The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved.

Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date noted on the Customer's bill.

Collection procedures and security deposit requirements are unaffected by the application of the late payment charge.

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (continued)

2.5.9 Convenience Fee For Payment Made With A Company Representative

A fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was originated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

Per Telephone Request \$5.00

2. GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES

2.6.1 Cancellation of Service

A. Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The charges described above will be calculated and applied on a case-by-case basis.

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

- 1) All nonrecurring charges reasonably expended by the Company to establish service to the Customer; and
- 2) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
- 3) All recurring charges specified in the applicable tariff for the balance of the then current term; and
- 4) Any other charges set forth in this Tariff or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

2. GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.6.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets, or services.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

If a Customer who has subscribed to an AT&T package plan for AT&T Long Distance and Local Service has the AT&T Long Distance Service disconnected for non-payment, the Customer will not be allowed to make direct dialed toll calls. The Customer will remain on the package plan.

If a Customer who has subscribed to an AT&T local service plan that includes features is in arrears for the payment for such features, the Customer may be placed on a basic local plan by AT&T without features or a basic local plan with fewer features.

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

- A. The Company may, without incurring any liability, discontinue or suspend service without notice or refuse service, if:
- 1) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services, or their planned use of the Company's service(s); or
 - 2) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or

2. GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.6.2 Discontinuance of Service (continued)

A. (continued)

- 3) The Customer states that it will not comply or fails to comply with a request of the Company for deposits or advance payments, as specified in this Tariff; or
- 4) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- 5) The 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:
 - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
 - c. Any other fraudulent means or devices; or
- 6) Any material portion of the facilities used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
- 7) Any governmental order or directive calls for the discontinuance of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation.

- B. The Company may, without incurring any liability, discontinue or suspend service with notice, or refuse service, if:

The customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used.

2. GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (continued)

2.6.3 Restoration of Service

When a Customer's service has been disconnected in accordance with this Tariff and their service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If a service has been suspended or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

If any Customer's service is restored after having been disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

2.7 ASSIGNMENT OR TRANSFER OF SERVICE

The Customer may not assign or transfer their rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to any subsidiary, parent Company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.8 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2. GENERAL REGULATIONS

2.9 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

2.10 DEFINITIONS

Automatic Location Identification (ALI) - An E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (e.g., secondary locations, off-premise extensions) are generally identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - Provides for the telephone number of the calling party to be forwarded to the PSAP.

Customer - The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to that Customer.

Customer Premises - A Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Demarcation Point - The point at which common carriers terminate communications cabling in a building.

Exchange Area - An exchange area is a geographical area served by a Rate Center. The Company concurs with the Incumbent Local Residential Carrier's exchange areas and exchange maps that are on file.

Emergency Service Number (ESN) - An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

2. GENERAL REGULATIONS

2.10 DEFINITIONS (continued)

911 Service Area - The geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

Local Residential Service - A service which permits calling to stations in the Customer's Local Service Area.

Local Service Area - A Local Service Area is the region, comprised of one or more complete Exchange Area(s), within which a Customer can call another station at the rates and charges as specified in this Tariff.

Public Safety Answering Point (PSAP) - A communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Rate Center - A specified geographical location used for determining mileage measurements. A list of the applicable rate centers is set forth in AT&T's Business Services Guide.

Residential Service - Service provided when the main station is located in a private residence or a residential room or apartment of a building of any type. All listings of the service are in the names of individuals.

Universal Emergency Number Service - A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911". The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS)

This tariff provides for Emergency Number Service (911 Service), which is an arrangement of Company Central Office and trunking facilities whereby a user who dials the telephone number "911" will reach the emergency report center for the telephone from which the number is dialed or may be routed to an operator if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call.

Both 911 and E911 service are only available from Company switching facilities (where available) and via Company services that are equipped to provide and that do provide 911 or E911 service. The Company shall provide to the PSAP only such name, address and telephone number information as the Customer shall provide to the Company, and for any 911 or E911 call, the Company shall only pass to the PSAP such information, including ALI and/or ANI data, as the Customer's facilities, network or station equipment shall make properly available to the Company's network and equipment for transmission to the PSAP.

Universal Emergency Number Service (911) is a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911" from service users within a 911 service district.

Two types of 911 services are offered: Basic 911 (911) and Enhanced 911 Service (E911).

- a. Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
- b. Enhanced 911 Service provides additional features, such as selective routing of 911 calls to a specific PSAP and Automatic Number Identification.

The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

The Company will not provide both Basic 911 and Enhanced 911 Service within a given central office (switching entity).

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS) (continued)

The services provided pursuant to this tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 or E911 services, facilities, or operations, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgment of the Customer, are required to determine whether 911 and E911 calls are functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities, or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits which may be given for an out-of-service condition. This limitation of liability shall be in addition to any other limitations contained elsewhere in this tariff.

The Customer agrees to release, indemnify, defend, and hold harmless the Company from any all claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting any such Claims.

2.12 EMERGENCY NUMBER SERVICE CHARGE

The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, to recover the costs incurred by the Company for providing 911 service, and may, where required or permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services.

AT&T CORP.

LOCAL RESIDENTIAL EXCHANGE SERVICE

STATE OF NORTH DAKOTA

SECTION 3
ORIGINAL PAGE 1

ISSUED: OCTOBER 1, 2012

EFFECTIVE: NOVEMBER 1, 2012

3. SERVICE AREAS - EXCHANGES

3.1 GENERAL

Residential Local Service is furnished only in Local Serving Areas where facilities capable of providing the service are available. The Company's services are furnished subject to the availability of facilities within the Local Serving Area and are subject to the terms and conditions of this tariff.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.1 Description

AT&T Local Residential Services provide a Customer with an analog, voice-grade telephonic communications channel that can be used to originate or terminate one call at a time.

AT&T Local Residential Services are available where facilities and operating systems exist. They may be offered in conjunction with an associated long distance service offering provided by AT&T.

4.2 Monthly Recurring Charges

AT&T Local Residential Services are subject to monthly recurring charges on a per-line basis as shown in the PRICE SCHEDULE. In addition, customers who order AT&T Local Residential Services associated with a long distance service may be charged a Monthly Recurring charge.

4.2.1 State Surcharges

The 911 and Tele-Relay surcharges will apply to all residential lines. These monthly surcharges are applied on a per line basis and are assessed at the rate set by the North Dakota Public Utilities Commission.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.3 NON-RECURRING CHARGES

AT&T Local Residential Services are subject to non-recurring charges on a per-line basis as shown in the PRICE SCHEDULE.

A. Service Order Charge --New Service Primary Line

Requests for new local service that include a new telephone number, and that are related to a primary line for AT&T Local Residential Service under this offer, are subject to non-recurring Service Order Charges on a per-order basis. Service Order Charges do not apply to disconnection of service.

Refer to the PRICE SCHEDULE.

B. Service Order Charge - New Service Additional Line

Requests for new local service that include a new telephone number, and that are related to an additional line for AT&T Local Residential Service under this offer, are subject to non-recurring Service Order Charges on a per line basis. Service Order Charges do not apply to disconnection of service.

Refer to the PRICE SCHEDULE.

C. Change Feature Order Charge

Feature change charges are applied to an existing Local Service line when the Customer requests to add or change a calling feature, to change from one offer to another offer, and/or subsequent requests to remove or add call blocks after service initiation. This charge is assessed per-line and for each occurrence. In addition, a Service Order Charge will apply on a per-order basis with any feature change charges.

Refer to the PRICE SCHEDULE.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.3 NON-RECURRING CHARGES (continued)

D. Service Order Charge - Record Order

A Record Order Charge is applied to existing Local Service Customers who initiate a change to their billing records, including but not limited to a suspension of services, change in mailing address of billing party, change in name of billing party, or an addition or change of calling card or intraLATA calling plan services. A Service Order Charge is not charged with a Record Order Charge.

Refer to the PRICE SCHEDULE.

E. Service Order Charge - Directory Listing

Requests for changing an existing Directory Listing (primary or additional line) that do not involve a telephone number change are subject to non-recurring Service Order Charges on a per-order basis.

Refer to the PRICE SCHEDULE.

F. Primary IntraLATA Carrier Change Charge

A Primary IntraLATA Carrier Change Charge is assessed when a Customer elects to change their primary carrier for long distance in-state IntraLATA calling services.

Refer to the PRICE SCHEDULE.

G. Primary InterLATA/Long Distance Carrier Change Charge

A Primary InterLATA/Long Distance Carrier Change Charge is assessed when a Customer elects to change their primary interexchange carrier for long distance state-to-state and in-state InterLATA calling service.

Refer to the PRICE SCHEDULE.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.3 NON-RECURRING CHARGES (continued)

H. Telephone Number Change Charge

A Telephone Number Change Charge is assessed when a Customer initiates a request to change their telephone number.

Refer to the PRICE SCHEDULE.

I. Returned Check Charge

An administrative charge will be applied to the Customer's bill for each occasion that a check, bank draft, or electronic funds transfer is returned for insufficient funds or for no account.

Refer to the PRICE SCHEDULE.

J. Near Move Service Charge

A Near Move Service Charge is applied when a customer moves within the same central office and wants to keep their current telephone number.

Refer to the PRICE SCHEDULE.

K. Restoral of Service Charge

A restoration service charge may be applied to the Customer's account if their service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored.

Refer to the PRICE SCHEDULE.

L. Network Interface Device (NID) Move Charge

A NID Move Charge applies when the customer requests that the location of the network interface device be other than that designated by the Company.

Refer to the PRICE SCHEDULE.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.4 DIRECTORY LISTINGS

Customers who subscribe to AT&T Local Residential Services receive Directory Listing(s) as follows:

4.4.1 General

Customers shall provide the Company with information for all Directory Listings.

The Company will include the Customer's Main Listings in the white pages, and offer Additional Listings to the Customer at an additional charge(s). The Customer must identify their Non-Published and Non-Listed telephone numbers for directory purposes.

The Company is not liable for damages arising from errors or omissions in the creation or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting Listings as presented by the Customer.

A. Main Listings

The Customer will receive one free Main Listing, telephone number, in the alphabetical section of the directory which serves the Customer's location.

Refer to the PRICE SCHEDULE.

B. Additional Listings

The term Additional Listing denotes any white page listing, regardless of form, in addition to the Main Listing. A monthly rate applies for each Additional Listing.

Refer to the PRICE SCHEDULE.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.4 DIRECTORY LISTINGS (continued)

4.4.2 Non-Published Listings

A. General

Non-Published telephone numbers are not listed in directories or Directory Assistance records available to the general public.

B. Regulations

The Company will enable incoming calls only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in Section 2.2, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Published Listing in the directory or disclosing said Listing to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Published Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Published Listing or the disclosing of said Listing to any person.

Refer to the PRICE SCHEDULE.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.4 DIRECTORY LISTINGS (continued)

4.4.3 Non-Listed Listings

A. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

B. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in Section 2.2, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to the Customer for damages associated with publishing the telephone number of Non-Listed Listing in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Listed Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Listed Listing.

Refer to the PRICE SCHEDULE.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.5 DIRECTORY ASSISTANCE SERVICE

4.5.1 Local Directory Assistance

Directory Assistance Service is furnished in the state of North Dakota and allows the Customers and Users of the Company's Local Residential Services to obtain directory assistance in determining local telephone numbers. It does not apply to directory assistance calls for points outside the LATA in which the caller is located. Customers can request two numbers per call.

4.5.2 Local Directory Assistance Call Completion Service

Local Directory Assistance Call Completion Services provides the option of having the call completed by a Directory Assistance operator after receiving the telephone number. This service does not provide for interLATA call completion. In addition to call completion charges, directory assistance charges and local usage charges apply if applicable. Calls to NPAs 500, 700, 800, and 900 are not eligible for completion.

4.5.3 Rates

Directory Assistance charges apply on a per-call basis, with a maximum of two requested telephone numbers allowed per call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

Refer to the PRICE SCHEDULE.

4.5.4 Exemption

Residential Customers may be exempt from Directory Assistance charges, up to 50 intrastate (local and IntraLATA) and 50 interstate calls per month, if it is provided for the use of an individual who is unable to use a telephone directory due to visual or other physical limitations. Exemption will be granted upon receipt of a completed exemption form certifying the applicant's impairment.

LOCAL RESIDENTIAL EXCHANGE SERVICE

4. AT&T LOCAL RESIDENTIAL SERVICES

4.6 EMERGENCY SERVICE

Access to 911 (Emergency Service) will be available to Customers of AT&T Local Residential Service.

No local usage charge applies to the calling party for calls to the 911 service.

4.7 N11 SERVICE

Access to 411 (Directory Assistance), 511 (Travel Services), and 711 (Access Relay Service) will be available to Customers of AT&T Local Residential Services.

No local usage charge applies to the calling party for calls to the N11 service.

4.8 SERVICES FOR CUSTOMERS WITH DISABILITIES

This schedule is applicable to Customers with certified disabilities. Customers become qualified by submitting a completed certification form to the Company verifying their eligibility to participate in this program. The qualified individual need not be the Customer of record but must reside in the household of a Customer who will be responsible for payment for service provided in this schedule.

The Company may, at its discretion, conduct an investigation to determine the validity of the completed certification form. If the Company determines the certification is invalid, the Customer will be required to pay for the difference between the rates paid in this schedule and the full rates in other applicable schedules.

Residential Local Service Customers will be required to reapply as determined by the Company but not more than once a year. When the Customer fails to reapply for service, or to certify that the individual is still disabled, the service following failure to reapply will be provided in other applicable schedules.

Where there is no longer a certified disabled individual on the premises, a Customer must notify the Company that service in this schedule is no longer required and request the service be disconnected or provided from other appropriate schedules. The service charges for such a change will not be applicable.

4. AT&T LOCAL RESIDENTIAL SERVICES

4.8 SERVICES FOR CUSTOMERS WITH DISABILITIES (continued)

Directory Assistance (DA) Exemption

Residential Customers may be exempt from Directory Assistance charges, up to 50 intrastate (local and IntraLATA) and 50 interstate calls per month, if it is provided for the use of an individual who is unable to use a telephone directory due to visual or other physical limitations. Exemption will be granted upon receipt of a completed exemption form certifying the applicant's impairment.

Operator Assisted Service Exemption

Customers certified manually disabled may invoke Operator Services to provide dialing within the Customer's local calling area at no charge. Such Customers placing calls from pay phones can certify themselves to receive such service.

Operator Assisted calls placed outside of the Customer's local calling area are discount rated at the direct-dialed sent-paid schedules (for IntraLATA and InterLATA calling) as defined in AT&T's Message Telecommunications Service Regulations Applying to Intrastate Services within the State of North Dakota. A Customer must request this exemption; no exemption form is required for this program.

AT&T Deaf, Hard-of-Hearing, and/or Speech Disabled Discount Program

This exemption is for Customers who have a disability, which necessitates use of Telecommunications Device for the Deaf (TDD) in their home. The TDD savings applies to AT&T direct dialed calls placed from the designated residential line that is equipped with TDD. Exemption will be granted upon receipt of a completed exemption form certifying the applicant's impairment.

5. OFFERS

5.1 OFFERS

5.1.1 Call Plan Unlimited Offer

The Call Plan Unlimited Offer provides the Customer with unlimited calls within their local calling area. Calls made outside of the local calling area will be rated at the applicable IntraLATA, InterLATA or LD rate.

AT&T may also include unlimited local service (also referred to as flat rate basic telephone service) as part of a bundled service offering or package.

Refer to the PRICE SCHEDULE.

5.1.2 Call Plan Unlimited Plus Offer

Call Plan Unlimited Plus Offer provides the Customer with unlimited calls within their local calling area. Customers subscribing to this offer must also either 1) subscribe to a minimum of one chargeable custom feature at rates specified in this tariff, 2) order an additional line, or 3) must be presubscribed to AT&T as their interexchange carrier. Calls made outside of the local calling area will be rated at the applicable IntraLATA, InterLATA or LD rate.

AT&T may also include unlimited local service (also referred to as flat rate basic telephone service) as part of a bundled service offering or package.

Voice Mail and the Inside Wire Maintenance Plan are also available a la carte.

Refer to the PRICE SCHEDULE.

5.1.3 AT&T LOCAL CONNECTIVITY CHARGE

This charge is a monthly recurring charge applied to each individual AT&T Residential local exchange line. This charge does not apply to Customers who qualify for Lifeline Assistance programs and have notified AT&T that they qualify for that program.

Billing of this charge will apply monthly on a per line basis.

Refer to the PRICE SCHEDULE.

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4. AT&T LOCAL RESIDENTIAL SERVICES

4.3 NON-RECURRING CHARGES

The following Non-Recurring charges are applicable to all AT&T Local Residential Service Customers:

Service Order Charge, New Service Primary Line	<u>Per-Order</u> \$ 65.00
Service Order Charge, New Service Additional Lines	<u>Per-Order</u> \$ 65.00
Change Feature Order Charge	<u>Per Line/Feature</u> \$ 12.17
Service Order Charge, Record Order	<u>Per-Order</u> \$ 12.17
Service Order Charge, Directory listing	<u>Per-Order</u> \$ 8.10
Change Charge, Primary IntraLATA Carrier	<u>Per Change</u> \$ 5.00
Change Charge, Primary InterLATA Long Distance Carrier	<u>Per Change</u> \$ 5.00
Change Charge, Telephone Number	<u>Per Change</u> \$ 8.10
Near Move Service Charge	<u>Per Move</u> \$ 65.00
Returned Check Charge	<u>Per Occurrence</u> \$ 25.00
Restoral of Service Charge	<u>Per Occurrence</u> \$ 20.00
Network Interface Device (NID) Charge	<u>Per Occurrence</u> \$500.00
Call Blocking Activation Charge	<u>Per Occurrence</u> \$ 12.17

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4. AT&T LOCAL RESIDENTIAL SERVICES

4.4 DIRECTORY LISTINGS

	<u>Monthly Charge</u>
4.4.1.A Main White Page Listing	No Charge
4.4.1.B Additional White Page Listing, up to 4 additional	\$ 2.50 ea.
4.4.2 Non-Published Listing, private	\$ 4.49 ea.
4.4.3 Non-Listed Number Listing, semi-private	\$ 3.99 ea.

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4. AT&T LOCAL RESIDENTIAL SERVICES

4.5.1 DIRECTORY ASSISTANCE SERVICE

Local Numbers \$1.25

4.5.2 Local Directory Assistance - Call
Completion⁽¹⁾, per call \$.50

NOTE 1: In addition to the call completion charge, normal directory assistance charges, local usage charges, and local Operator Assistance charges, if applicable, may apply.

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5. OFFERS

5.1.1 Call Plan Unlimited

<u>Offer</u>	<u>Monthly Charge</u>
Local Only	\$26.95

5.1.2 Call Plan Unlimited Plus

<u>Offer</u>	<u>Monthly Charge</u>
Local Only	\$25.95
Additional Line	\$25.95

5.1.3 AT&T Local Connectivity Charge

Per Residential Local Exchange Line	\$1.40
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