

7. WIDE AREA TELECOMMUNICATIONS SERVICE

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(D)

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

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A. General

Wide Area Telecommunications Service (WATS) includes this type of service which is 800 Service (Inward WATS). Full Time service and Measured Time service are available for 800 Service.

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1. Wide Area Telecommunications Service is the furnishing of facilities for dial type telecommunications between a station associated with a WATS access line and stations within a LATA within the State of Minnesota in accordance with the terms and conditions and schedule of charges specified in this Section. The customer or property owner is responsible for the installation and maintenance of the wire and cable facilities associated with this service which are located on the customer side of the Demarcation Point. The rates and charges set forth in this Section are in payment for the service furnished between the calling and called stations.
2. Dial type telecommunications, as specified in 1. above, is a call dialed and completed from or to a WATS service without the assistance of a Company operator, except that a Company operator will:
 - Re-establish a call which has been interrupted after the called number has been reached, or
 - Reach the called telephone number where facilities are not available for customer dial completion.
3. A WATS access line is a transmission path from the Demarcation Point on the property where the customer is served to a Company central office which is provided for the purpose of completing WATS calls. Each such line will be arranged at the customer's option for 800 Service, subject to the provisions of B.18., following.

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(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

- 7.1 800 SERVICE** (T)
- A. General (Cont'd)
4. The access line may be connected: (T)
- At the demarcation point serving the customer's premises
 - At the Company central office to Company provided switching equipment or to an interexchange carrier's communications system utilizing a WATS Central Office Connecting Facility.
5. Intrastate 800 Service may be provided jointly by the Company and an Interexchange Carrier on a shared basis. A shared WATS access line is where the Company provides the WATS access line, transports the intraLATA traffic and bills both the WATS access line and intraLATA usage to the end user as set forth in this Price List. The Interexchange Carrier transports the interLATA traffic and bills interLATA usage to the end user at their applicable WATS usage rates. The Interexchange Carrier shall order Switched Access Service under the terms and conditions of the Company's Access Service Tariff. (T)
6. Interstate interLATA 800 Service will be provided by the Interexchange Carrier. (M)
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7. IntraLATA only 800 Service will not be provided by the Company. (T)
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(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

(T)

A. General (Cont'd)

8. Definitions of Services

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800 Service

800 Service allows customers to receive and pay for incoming long distance calls by use of a telephone number which begins with the special service area code, 8XX(i.e., 800, 822, 833, 844, 855, 866, 877 or 888, as available). 800 Service is provided on a Shared WATS basis. Shared WATS is where the Company provides the WATS access line and transports the intraLATA traffic. The interexchange carrier provides the interLATA traffic. Both companies bill usage to the end user at their applicable charges. IntraLATA only 800 Service will not be provided. Usage is bulk billed as defined in C., following.

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(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE (CONT'D)

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B. Terms and Conditions

1. Undertaking of Company

The Company does not undertake to transmit messages but furnishes the use of facilities to its customers for communications.

2. Availability of Service

The furnishing of service under this Price List will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

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B. Terms and Conditions (Cont'd)

3. Liability of the Company

- a. In view of the fact that the customer has exclusive control of communications over the facilities furnished by the Company, and of the other uses for which facilities may be furnished by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- b. The Company's liability, if any, for its willful misconduct is not limited by this price list. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, the Company's liability for Measured Time Service, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the WATS access line for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this price list as an allowance for interruptions.

The liability amount for Full Time service is determined by calculating the rate for one hour (monthly initial rate - 720 hours), then multiplying the result by the period of time (rounded to the next higher hour) during which the service was affected.

- c. The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof, against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

B.3. (Cont'd)

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- d. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company,
- Caused by customer-provided equipment (except where contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to the proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
 - Not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- e. Neither this Company nor any connecting carrier participating in the service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.
- f. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by customer or any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.

The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

The customer shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

B. Terms and Conditions (Cont'd)

4. Limitation of Service

a. WATS does not include person-to-person, collect, conference, or other calls requiring operator handling except as provided in A.1., preceding.

b. 800 Service is furnished upon condition that the customer contract for adequate facilities to permit the using of the service without interfering with or impairing this or any other service rendered by the Company.

c. WATS is not represented as adapted for connection to other services of the Company or to customer-provided facilities. The service contemplates the provision of satisfactory transmission only between the calling station and the access lines. Access lines and extension lines will be terminated only at the Demarcation Point on a customer's property located within a LATA within the State of Minnesota.

5. Use of Service for Unlawful Purposes

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

6. Termination of Service for Cause

a. Upon nonpayment of any sum due the Company, or upon a violation of any of the conditions governing the furnishing of service, the Company may, by notice in writing to the customer, without incurring any liability, forthwith discontinue the furnishing of said service.

b. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair this or any other service rendered to the public by the Company.

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7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

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B. Terms and Conditions (Cont'd)

7. Use of the Service by the Customer

- a. Full Time Service is provided only for communications in which the customer has a direct interest and shall not be used for any purpose for which payment or other compensation shall be received from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communications for others.

This prohibition shall not apply to a customer who is engaged as a communications common carrier in a public telegram message business.

- b. Measured Service is provided for use by the customer and may also be used by others, when so authorized by the customer, providing that all usage will be subject to the provisions of this Price List.

When a customer has measured lines that are also being used by others, Full Time Service access lines shall not be terminated in the same common equipment.

- c. Orders, including those which involve the start, rearrangement, release or discontinue of service, will be accepted by the Company only from the customer.
- d. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- (1) The placing or acceptance of a WATS call by a WATS customer, their agent, employee or representative, in response to an uncompleted long distance message call, which was not completed in order to transmit or receive intelligence without the payment of the applicable message toll charge;
- (2) The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, WATS by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- (3) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, or harass another;
- (4) The use of profane or obscene language;
- (5) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

(T)

B. Terms and Conditions (Cont'd)

8. Advance Payments

- a. Applicants for service may be required to pay, in advance, any installation charges applicable, and the charges for two billing periods for the service desired. Those already receiving service who apply for additional service or for changes in their existing service may be required to make an advance payment if, in the opinion of the Company, their credit rating is unsatisfactory.
- b. Advance payments are not required for service and equipment furnished Federal, State, County and Municipal Governments.

9. Payment of Charges

The customer is responsible for payment of all charges for service furnished. Charges are based on price list rates and terms and conditions in effect at the time the service is furnished. Usage charges are billed at the end of the billing cycle. All other recurring charges are billed monthly in advance. All charges are due when the bill is rendered. Failure to receive a bill does not exempt the customer from prompt payment of their account.

10. Deposits or Guarantee of Payment

- a. The Company may, in order to safeguard its interests, require an applicant or customer to guarantee the payment of charges in the following ways:
 - (1) Applicants for WATS service, whose known credit is unsatisfactory or whose credit is unknown, may be required to guarantee the payment of charges by means of a cash deposit, other guarantee in writing. Service may be denied until the required guarantee is satisfied.
 - (2) Customers who apply for additional WATS service, who provide inaccurate credit information and evaluation indicates their credit is unsatisfactory, whose credit becomes unsatisfactory, or whose estimated service charges are substantially higher than previously estimated, may be required to guarantee the payment of charges by means of a cash deposit, increase in deposit, other guarantee or guarantee in writing. Service may be denied unless the customer satisfies the guarantee within 10 days of written notification.
- b. Cash deposits may be a sum up to an amount equal to estimated WATS service charges for two billing periods.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

(T)

B.10. (Cont'd)

- c. In addition to any Terms and Conditions governing denial of service contained in the Exchange and Network Services Tariff and/or Price List of this Company, the Company may deny WATS service to an applicant or a customer under the following conditions:
 - (1) If an applicant is indebted to the Company for other WATS service previously furnished in the State of Minnesota. Service may be denied until the indebtedness is satisfied.
 - (2) If a customer is indebted to the Company for other WATS service previously furnished in the State of Minnesota. Service may be denied unless the customer satisfies the indebtedness within 10 days of written notification.
 - (3) Failure to meet the conditions of B.10.a., (1) and (2), preceding.
- d. At the option of the Company, a deposit may be refunded or credited to the customer at any time prior to termination of a contract for service.
- e. At such time as a contract for service is terminated, the amount of any deposit is credited to the customer's account. Any credit balance which may remain is refunded to the customer within forty-five days from the time a contract for service is terminated.
- f. Simple interest at the rate of six percent is paid for the period during which a deposit is held by the Company. The interest shall be applied as a credit to the customer's account annually.
- g. The fact that a deposit, other guarantee in writing has been made shall in no way relieve the applicant or subscriber from complying with the Company's terms and conditions as to advance payments and prompt payment of bills on presentation.
- h. The Company shall be the sole judge of the acceptability of the guarantees.
- i. The Company deposit receipt shall specify the conditions the deposit amount may be diminished upon return.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

(T)

B. Terms and Conditions (Cont'd)

11. Defacement of Premises

The Company is not liable for any defacement of or damage to the property of a customer resulting from the furnishing of service or the attachment of apparatus and associated wiring furnished by the Company on such property or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

12. Theft of Equipment

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

13. Cancellation of Application for Service

a. Full Time

- Where an application for service is cancelled by the applicant prior to the start of installation of facilities, no charge applies.
- Where installation of facilities has been started prior to the cancellation, nonrecurring charges apply.

b. Measured Time

When a request for an installation is cancelled after the start of work activities but prior to installation of the service, nonrecurring charges as set forth in F., following apply.

14. Power Supply

When Company equipment, installed on the property of a customer, requires commercial power for its operation, the customer is required to provide such power.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

(T)

B. Terms and Conditions (Cont'd)

15. Minimum Contract Period

The minimum contract period for Full Time service is one month. The minimum contract period for Measured Time is one day.

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16. Rates for Fractional Periods

For the purpose of administering this condition with respect to the determination of charges for a fractional part of a month, every month is considered to have thirty days. Fractional parts of a month will be a proportionate part of the monthly charges based on the actual number of days the service is furnished.

17. Maintenance and Repairs

The Company undertakes to maintain and repair the facilities which it furnishes to the customers. The customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company except upon written consent of the Company. The customer or property owner is responsible for the maintenance of wire and cable facilities on the customer side of the Demarcation Point.

18. Allowance for Interruptions

a. Full Time

On Full Time WATS, no credit is allowed for interruptions to the access line of less than 24 consecutive hours. Interruptions to the access line of 24 consecutive hours or over not due to the negligence of the customer are credited to the customer at one-thirtieth of the monthly charge for the access line for each 24 hours or major fraction thereof of interruption.

b. Measured Time

Allowance for interruptions apply to each WATS access line as set forth in c.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

(T)

B.18. (Cont'd)

c. Allowance

CREDIT

When the WATS access line is interrupted for a period of:

- Less than 2 hours [1]
- 2 hours to 24 hours \$21.50
- More than 24 hours, for each 24-hour period of fraction thereof 21.50

d. None of the preceding credit allowances will be made for:

- Noncompletion of WATS messages due to busy network conditions.
- Interruption of service due to customer-provided equipment, systems, cable or wire facilities.
- Interruption of service due to the negligence of the customer.
- Interruption of service during any period in which the Company is not afforded access to the property at which the WATS access line is terminated.
- Interruption of service during any period when the customer has released the WATS access line to the Company for maintenance purposes, or implementation of a customer order for a change in service arrangement.

e. Message toll telecommunications service furnished at the customer's request when WATS is interrupted is charged for at the message toll telecommunications rates contained in Section 6, preceding.

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[1] No credit applies.

(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

B. Terms and Conditions (Cont'd)

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19. Suspension of Service

Suspension of Service is only applicable to Full Time Service. It does not apply to Measured Time Service.

- a. After the minimum contract period, service through an access line, or any extension associated therewith, may be suspended for a period of not less than two weeks and not more than two months.
- b. Service will be suspended at the rates set forth in F.1.b., following.
- c. The suspension rate will not be applicable for a subsequent suspension until the service has been restored to the full rate for one month.

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20. Continuity of Service

Continuity of Service is only applicable to Full Time Service. It does not apply to Measured Time Service.

In case of connection or restoration of an access line for a customer at a location where either class of service has been disconnected or suspended by him less than two weeks previously, charges for the service so established will commence one day following the disconnect date or first day of suspension of the prior service.

21. Definitions

Access Line

The transmission path between the Demarcation Point on the property where the customer is served and the point in a Company Central Office where access to the switched network is obtained for the purpose of completing WATS calls.

Building

A structure consisting of an enclosed area surrounded by outside walls and under one continuous roof.

(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

B.21. (Cont'd)

(T)

Communications Systems

Channels and other facilities which are capable, when not connected to the telecommunications network, of two-way communications between customer-provided terminal equipment or Company stations.

The term "Communications Systems" when used in connection with communications systems provided by an Other Common Carrier, denotes channels and other facilities furnished by the Other Common Carrier for private line services as such carrier is authorized by the Federal Communications Commission to provide.

Customer

The person, firm or corporation responsible for the payment of charges and compliance with the terms and conditions of the Company.

Demarcation Point

The point of connection, provided and maintained by the Company, at which the Company service and the property owner's or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Company and the customer or property owner, and is normally located near the point where the Company facilities enter the building or property, on the customer's side of the Company's protector, or its equivalent.

The Company will provide a Demarcation Point for each residential structure having a separate ground level entrance. Residential structures sharing common walls, but not sharing common entrances or common space, such as hallways or basements, will have separate Demarcation Points.

Multitenant residential structures sharing common entrances or common space will have one Demarcation Point per structure. "Residential structure" does not include garages, barns, or other buildings situated on residential property but not intended for human habitation.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate) Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

(T)

B.21. (Cont'd)

Direct Electrical Connection

A physical connection of the electrical conductors in the communications path.

Exchange

A unit established by a Company for the administration of communication service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing communication service within that area.

When an exchange (other than a single city which is zoned) contains two or more rate centers, WATS will be furnished as if each rate center were in a separate exchange.

Full Time

Full Time Service provides for 800 Service. It permits unlimited calling to or from other exchange telephones within a LATA within the State of Minnesota over an access line at monthly rates as specified in E.1.a and E.1.b., following.

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Hunting Arrangement

A grouping of 800 Service access lines arranged for the completion of a given call or arranged for overflow to or from another access line or group of access lines.

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Measured Time

Measured Time service provides for 800 Service. Measured Time service is billed based on the access line charge plus hours of usage. Hourly rates apply to the average use of each WATS access line in the service group. It permits calling to or from other exchange telephones within a LATA within the State of Minnesota.

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7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

B.21. (Cont'd)

(T)

Network Control Signaling Unit

The transmission of signals used in the telecommunications system which performs functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

Control Signaling includes the terminal equipment furnished, installed and maintained by the Company, Other Common Carrier or the customer for the provision of network control signaling.

Other Common Carrier (OCC)

Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing private line services as such carriers may be authorized by the Federal Communications Commission to provide.

Premises

The continuous or contiguous portions of a building which are occupied by the customer.

Service Group

- Full Time

The arrangement of one or more WATS access lines within the same class and type of service for the purpose of completing a given call.

- Measured Time

The term "Service Group" as used in connection with 800 Service denotes the access lines arranged in the central office equipment furnished by the Company as part of a given hunting arrangement.

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(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE (T)

B.21. (Cont'd)

Station

The term "Station" denotes:

- The point of termination of WATS at a customer's premises, or
- The point of termination of WATS in a Company central office for connections to Company-provided switching equipment, or
- The point of connection of WATS to an Other Common Carrier Communications System (utilizing WATS central office connecting facilities) at a Company WATS service central office.

Terminal Equipment

Devices or apparatus and their associated wiring, provided by the Company or a customer which do not constitute a communication system and which, when connected to a communications path of the telephone communications system, are so connected either electrically, acoustically or inductively.

22. Connection of Customer-Provided Terminal Equipment

See terms and conditions governing the connection of Customer-Provided Terminal and Communications Systems Equipment in Section 2 of the Exchange and Network Services Tariff.

23. Directory Listings

- a. Directory listings for 800 Service will be provided at rates applicable for business additional listings. (See 5.7.1 of this Price List or the Exchange and Network Services Tariff.) (T)

24. Payphone Surcharge (M)

The Payphone Surcharge applies to all calls placed from pay telephones. This charge is in addition to all other applicable 800 Service rates and charges. (T)

(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE (CONT'D)

C. Method of Determining Usage Charges For 800 Service

1. Determine the total number of calls for the service group.
2. Determine the equivalent hours used by applying the minimum average time requirement of 30 seconds (1 call = 30 seconds or 1/2 minute).
3. Determine the actual number of hours used for the service group.
4. Determine the chargeable hours which is the greater of 2. or 3., above, rounded to the nearest tenth (one decimal place).

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(T)

(M) Material moved to Section 107.

7. WIDE AREA TELECOMMUNICATIONS SERVICE

7.1 800 SERVICE

C. Method of Determining Usage Charges For 800 Service (Cont'd)

5. Determine the number of access lines in service during the month. Access lines in service for a fraction of the month are based on the number of days in service divided by 30 days. The result is rounded to the nearest hundredth (two decimal places).
6. Determine the average use per line in the service group by dividing the chargeable hours in 4., above by the number of access lines in 5., above.
7. Determine the usage per line by multiplying the hourly rate in the appropriate taper(s) by the number of hours used in each taper and totaling these charges.
8. Determine the total usage charge in the service group by multiplying the usage charge per access line in 7., above by the number of access lines in 5., above.

D. Timing of Calls

1. Chargeable time begins when connection is established between a station associated with the WATS access line and the calling or called station, and ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
2. When 800 Service is directly connected (i.e., not connected through a Multiline Terminating System) at a customer location to a communications system, chargeable time begins when the 800 Service call terminates in or passes through the first multiline terminating system or terminal equipment on that communications system. It is the customer's responsibility to furnish appropriate answer supervision to the point of connection with the 800 Service so that chargeable time may begin.
3. All calls completed in one billing period through 800 Service will be billed a minimum of 30 seconds per call.

(M) Material moved to Section 107.