TARIFF SCHEDULE APPLICABLE TO INTERLATA SERVICE WITHIN THE STATE OF NEBRASKA ISSUED BY COX NEBRASKA TELCOM, L.L.C.

CHECK SHEET

Current sheets in this tariff are as follows:

| <u>SHEET</u> | REVISION | <u>SHEET</u> | REVISION |
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(*) Denotes new or revised page.

Issue Date: April 17, 2015

Issued by: Paul Cain Director, Regulatory Operations Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319

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Issue Date: February 23, 2001

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Issued by: Martin Corcoran Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319 18.12

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1. **DEFINITIONS**

Access Line: An arrangement which connects the Customer's telephone to a Cox designated switching center or point of presence.

Authorization Code: A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

Calling Card: A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: Nebraska Public Service Commission.

Cox: COX NEBRASKA TELCOM, L.L.C.

Company or Carrier: COX NEBRASKA TELCOM, L.L.C.

Customer: The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access: A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

1. **DEFINITIONS** (cont'd)

LEC: Local Exchange Company

Operator-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises: The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center: A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber: See Customer.

Switched Access Origination/Termination: Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

United States: The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Marianas Islands (CNMI).

V & H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

2. RULES AND REGULATIONS

2.1 <u>Undertaking of Cox</u>

Cox's services and facilities are furnished for communications originating within the State of Nebraska under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Cox arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Cox may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Cox network. The Customer shall be responsible for all charges due for such service arrangement.

2.2 <u>Use</u>

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 <u>Limitations</u>

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Cox in its reasonable judgment.

2.3.5 Service may be limited or discontinued by Cox, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when Cox deems it necessary to take such action to prevent unlawful use of its service. Cox will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 <u>Liability</u>

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

2.5.6 The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services.

2.5 <u>Liability (cont'd)</u>

2.5.7 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

(a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

(b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

(c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 <u>Minimum Period</u>

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

2.7 <u>Billing and Payment for Service (cont'd)</u>

2.7.1 Responsibility for Charges(cont'd)

(a) any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;

(b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;

(c) any calls placed by or through the Customer's equipment via any remote access feature(s);

(d) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and

(e) any and all calls placed to an 800 service number provided to the Customer by the Company.

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a one time late payment fee of 1.5% for any past due charges. Charges are considered past due if unpaid fifteen (15) days following the date of the bill listing the amounts owed by the Customer. The late payment fee is assessed on the unpaid balance and will be processed on the fifth day following the billing due date. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.7 <u>Billing and Payment for Service (cont'd)</u>

2.7.4 Returned Check Charge

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent.

2.8 <u>Deposits</u>

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two (2) month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Cox reserves the right to collect an amount not to exceed two (2) months' estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.11 <u>Terminal Equipment</u>

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Cox's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

Issue Date: November 21, 1997

2.14 <u>Credit Allowances for Interruption of Service</u>

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

2.15 <u>Cancellation by the Customer</u>

Except for term agreements, the Customer may have service discontinued upon written (C) notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 <u>Refusal or Discontinuance by the Company</u>

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

- 2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- 2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.16 <u>Refusal or Discontinuance by the Company (cont'd)</u>

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

2.18 [Reserved for Future Use]

2.19 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.19.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

Issue Date: November 21, 1997

2.19 Use of Recording Devices (cont'd)

2.19.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.19.3 The requirements of 2.19.1 and 2.19.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

3.1.1 <u>1+ Dialing</u>

Intrastate toll service is furnished for telephone communication between telephones in different local calling areas within the State of Nebraska in accordance with the regulations and schedules of charges specified in this tariff.

3.1.2. Timing of Messages

- (a) Unless otherwise indicated, all residential calls are timed in oneminute increments, rounded to the next whole minute. Business calls are timed in six-second increments.
- (b) For station to station calls, call timing begins when a connection is established between the calling and called stations.
- (c) For person to person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified, or an agreed upon alternate.
- (d) Call timing ends when the called 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 either by automatic timing equipment in the telephone network, or by the Company operator.

3.1.3. Rates – Direct Dial

| Residential | Business* | |
|---------------------------|----------------------------|-----|
| \$.1 8 /minute (I) | \$.015/ 6 second increment | (I) |

*Term and volume discount may apply in situations where the Company is responding to a competitive bid, or when offered on an ICB basis by another telephone company. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

3. <u>SERVICE OFFERINGS</u>

3.2 <u>Calling Cards</u>

The Customer utilizes an 11-digit "800" access number established by Cox to access a terminal. Upon receiving a second dialtone, the Customer uses push-button dialing to enter an identification code assigned by the Company, followed by the ten-digit number of the called party.

| <u>Residential</u> | <u>Business</u> |
|--------------------|-----------------|
| \$.45/minute (I) | \$.25/minute |

3.3 Operator Assisted Calls

| Residential | Business |
|--------------------|--------------|
| \$.25/minute | \$.25/minute |

3.4 Optional Calling Plans

Cox U.S. Savings Plan

This optional calling plan will provide Cox residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, Puerto Rico, and the U.S. Virgin Islands. The plan is a flat \$0.07 per minute all day, every day on direct dialed calls with a monthly recurring fee of \$3.95.

Simply Five Savings Plan

This optional calling plan will provide Cox Residential Customers a competitively price alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI. The plan is a flat \$0.05 per minute all day, every day on direct dialed intrastate and interstate calls with a monthly recurring charge (MRC) of \$4.95. The MRC will be waived for Customers who subscribe to either Control Plus or Solutions feature packages, and/or subscribe to both cable and high-speed data services offered by the Cox Affiliated Company.

(N)

(N)

3.4 Optional Calling Plans

Cox LD Solutions III

Cox LD Solutions III is a one-, two- or three-year term long distance direct dialed call plan. The call plan is available to new and existing customers that choose Cox Local and Long Distance, both PIC and LPIC. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the 50 states and the District of Columbia will be billed in 6-second increments and rounded up to the next highest increment. All calls terminating in Canada, Puerto Rico and US Virgin Islands will be billed in 6-second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10/minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Nebraska will be assessed the following per-minute rate based on cumulative MOU's and term selected:

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|---------|---------|
| 0-249 | \$0.075 | \$0.068 | \$0.063 |
| 250-499 | \$0.073 | \$0.067 | \$0.062 |
| 500-999 | \$0.071 | \$0.066 | \$0.061 |
| 1,000-2,499 | \$0.069 | \$0.065 | \$0.061 |
| 2,500-4,999 | \$0.065 | \$0.061 | \$0.057 |
| 5,000-9,999 | \$0.059 | \$0.056 | \$0.052 |
| 10,000-49,999 | \$0.058 | \$0.055 | \$0.051 |
| 50,000-99,999 | \$0.056 | \$0.053 | \$0.049 |
| 100,000+ | \$0.054 | \$0.051 | \$0.047 |

(M)

(N)

(M) Material relocated to Obsolete Section, page 24.

3.4 Optional Calling Plans

Cox LD Enterprise III

Cox LD Enterprise III is a one-, two- or three-year term direct dialed long distance call plan. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed Internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutes-of-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls terminating to Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Nebraska will be assessed the following per-minute rate based on cumulative MOU's and term selected:

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|---------|---------|
| 0-249 | \$0.068 | \$0.061 | \$0.057 |
| 250-499 | \$0.066 | \$0.060 | \$0.056 |
| 500-999 | \$0.064 | \$0.059 | \$0.055 |
| 1,000-2,499 | \$0.062 | \$0.059 | \$0.055 |
| 2,500-4,999 | \$0.059 | \$0.055 | \$0.051 |
| 5,000-9,999 | \$0.053 | \$0.050 | \$0.047 |
| 10,000-49,999 | \$0.052 | \$0.050 | \$0.046 |
| 50,000-99,999 | \$0.050 | \$0.048 | \$0.044 |
| 100,000+ | \$0.049 | \$0.046 | \$0.042 |

(M)

(N)

(M) Material relocated to Obsolete Section, page 25.

Issue Date: December 9, 2003

Issued By: Martin Corcoran Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319 (N)(M)

3.4 **Optional Calling Plans**

Cox U.S. 250 Savings Plan

This optional residential long distance calling plan provides Cox Customers a competitively price alternative for moderate users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$15.00, which includes up to 250 minutes of intrastate and interstate usage. Additional minutes over the included 250 will be assessed \$0.07 per minute all day, everyday on direct dialed calls.

Cox U.S. 500 Savings Plan

This optional residential long distance calling plan provides Cox Customers a competitively price alternative for substantial users of long distance service. The optional calling plan is available to new and existing customers who select Cox Local and Cox Long Distance, both PIC and LPIC. The plan includes calls to all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The plan has a monthly recurring charge of \$25.00, which includes up to 500 minutes of intrastate and interstate usage. Additional minutes over the included 500 will be assessed \$0.05 per minute all day, everyday on direct dialed calls.

3.5 Reserved

(N)

(N)

3.4 Optional Calling Plans, cont'd

CBS Minute Pack 100

This optional long distance call plan provides Cox Business Customers a block of 100 minutes of direct dialed intrastate and interstate long distance service. The block of 100 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 100-minute block will be billed at \$.07 per minute in whole minute increments.

Monthly Recurring Charge \$6.00

CBS Minute Pack 250

This optional long distance call plan provides Cox Business Customers a block of 250 minutes of direct dialed intrastate and interstate long distance service. The block of 250 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 250-minute block will be billed at \$.0675 per minute in whole minute increments.

Monthly Recurring Charge \$15.00

CBS Minute Pack 600

This optional long distance call plan provides Cox Business Customers a block of 600 minutes of direct dialed intrastate and interstate long distance service. The block of 600 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 600-minute block will be billed at \$.065 per minute in whole minute increments.

Monthly Recurring Charge \$34.50

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(T)

3.4 Optional Calling Plans, cont'd.

CBS Minute Pack 800

This optional long distance call plan provides Cox Business Customers a block of 800 minutes of direct dialed intrastate and interstate long distance service. The block of 800 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 800-minute block will be billed at \$.0625 per minute.

Monthly Recurring Charge \$44.00

CBS Minute Pack 1000

This optional long distance call plan provides Cox Business Customers a block of 1000 minutes of direct dialed intrastate and interstate long distance service. The block of 1000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 1000-minute block will be billed at \$.06 per minute.

Monthly Recurring Charge \$55.00

CBS Minute Pack 2500

This optional long distance call plan provides Cox Business Customers a block of 2500 minutes of direct dialed intrastate and interstate long distance service. The block of 2500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 2500-minute block will be billed at \$.06 per minute.

Monthly Recurring Charge \$131.25

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(T)

3.4 Optional Calling Plans, cont'd

CBS Minute Pack 5000

This optional long distance call plan provides Cox Business Customers a block of 5000 minutes of direct dialed intrastate and interstate long distance service. The block of 5000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 5000-minute block will be billed at \$.06 per minute.

Monthly Recurring Charge \$250.00

The Business Nickel Call Plan

This Business call plan provides Cox Business Customers a competitively priced alternative to the standard long distance plan. The call plan is available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan is a flat \$0.05 per-minute all day, every day on direct dialed intrastate calls with no monthly recurring charge and billed on (T) six-second increments. Additionally, there is a complementary interstate call (T) plan that includes state-to-state calls to all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI. Additionally, as an added benefit, the Customer will receive free LD minutes each month depending on the number of lines associated with the account pursuant to the table below.

| Number of Lines | Free Minutes |
|-----------------|--------------|
| 1 through 5 | 250 |
| 6 through 10 | 500 |
| 11+ | 1,000 |

| (N)

3.4 Optional Calling Plans, cont'd

Cox Unlimited Connection Call Plan:

A. General:

Where facilities exist and operating conditions permit, the Cox Unlimited Connection Call Plan offers Residential Customers in Company's service area with unlimited intrastate and interstate direct-dialed toll calling subject to the conditions below.

B. Eligibility:

Residential Customers in Company's service area who subscribe to:

- 1. One flat-rated Residential Access Line; and
- 2. Cox Long Distance for both the intra- and inter-LATA toll services on that same line; and
- 3. Either the Control Plus or the Solutions feature package on that same line; and
- 4. Voice Mail or Message Manager.
- C. Terms and Conditions:
 - 1. The applicable monthly recurring charge for the Cox Unlimited Connection^(sm) Plan will be billed in advance in accordance with rules of this tariff applicable to the payment of recurring charges for local exchange service.
 - 2. A Customer may subscribe to multiple plans on multiple lines as long as each line meets the conditions specified in Section B above.

(N)

(N)

3.4 Optional Calling Plans, cont'd

Cox Unlimited Connection Call Plan, cont'd.

C. Terms and Conditions, cont'd.

- 3. The unlimited toll calls under this plan may be directly dialed from one line designated by the Customer meeting the conditions in Section B above to any place within Rhode Island, any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam and CNMI.
- 4. The unlimited intraLATA and interLATA toll minutes included in this plan (1) shall apply exclusively to direct-dialed calls made from the line subject to this plan, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply toward operator-assisted, collect calls, calls billed to a third party or credit cards, or calls to directory assistance.
- 5. The Company may monitor the Customer's toll usage subject to this plan. If the Customer uses the toll minutes under this plan for non-residential purposes, including but not limited to commercial or broadcast facsimile, resale, and telemarketing; or if the Customer's toll minutes of use in any month exceed 5,000 minutes regardless of the purpose of the calls, the Customer will be presumed to be in violation of the usage restrictions of this plan. It shall be the responsibility of the Customer to demonstrate to the Company that his or her usage is not in violation of the usage restrictions specific herein.

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3.4 Optional Calling Plans, cont'd

Cox Unlimited Connection Call Plan, cont'd.

C. Terms and Conditions, cont'd.

- 6. If the Company determines that Customer has failed to demonstrate that his or her usage is not in violation of any of the usage restrictions, the Company may immediately suspend, restrict or cancel the Customer's access to toll service; or may move the Customer's toll service to a plan specified in this tariff section, and in the Customer Services Agreement (see section 7 below for interstate rate plans).
- 7. For additional rates, terms, and conditions specific to interstate interLATA toll usage under this plan, refer to the Cox website at http://www.cox.com/telephone/.
- D. Rates and Charges:

| | Monthly Recurring Charge |
|---|-----------------------------|
| Plan with Cox Residential Control Plus feature package. | \$19.16 |
| Plan with Cox Residential Solutions feature package. | \$16.12 |

(N)

(N)

3.6. Toll Free Service

1. Service Description

Toll-Free Service is an inbound service originating on feature group facilities, which terminate on a Business Line. This service enables the Customer to receive toll-free calls at their place of business.

- A) The Company reserves the right to require an applicant for Toll-Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- B) The Company's Toll-Free Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish the Company's Toll-Free Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.

(N)

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3. <u>SERVICE OFFERINGS</u>

3.6. Toll Free Service

- 1. Service Description
- C) The Customer must obtain an adequate number of access lines for Company Toll-Free Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish Company Toll-Free Service to any Customer that fails to comply with these conditions.
- D) If the Customer requests assignment of a specific Toll-Free Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than fifteen (15) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company's Toll-Free Service has been in actual and substantial use for a consecutive sixty (60) day period.

(N)

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3.6. Toll Free Service

- 1. Service Description
- E) Use of numbers: Each Company Toll-Free Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any toll-free telephone number associated with the Company's Toll-Free Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be recovered upon written notice to the Customer. Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved toll-free telephone numbers hereunder or Customers who subscribe to and use the Company's Toll-Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll-free number; however, upon placing a number actually and substantially in use, as defined above, the Company's Toll-Free Service Customers do have a controlling interest in this toll-free number(s). The Company Toll-Free Service Customers may retain the use of their toll-free number assignments, even following changes in their toll-free carrier and/or Responsible Organization.

(N)

(N)

3.6. Toll Free Service

- 1. Service Description
- F) If a Customer places an order for the Company to carry Customer's already existing toll-free number service, the Customer shall provide to Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company's Toll-Free Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its toll-free number(s) to the Company's Resp. Org. If the Customer elects to retain a non-Company Resp. Org., the Customer must notify the Company of any changes in the Customer's Resp. Org. in writing within 48 hours of The Customer is responsible for all outstanding the change. indebtedness for services provided by a previous Resp. Org. or toll-free service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to Company.

(N)

3.6. Toll Free Service

- 1. Service Description
- G) Subject to execution of a Resp. Org. Service Agreement between the Company and the Customer, the Company Resp. Org. will perform the function of Resp. Org. for all Company Toll-Free Service orders unless the Customer requests another Resp. Org. The Company's Resp. Org. functions include 1) search for and reservation of toll-free numbers in the SMS/800; 2) creating and maintaining the toll-free number Customer record in the SMS/800; and 3) provision of a single point of contact for trouble reporting.
 - Where the Company serves as the Resp. Org. for a Company Toll-Free (1)Service Customer, the Company will, at the Customer's request, subscribe to Toll-Free Directory Listing for the toll-free number(s) assigned to the Customer. A charge for Toll-Free Directory Listings will apply as set forth in this Tariff. In the event that a Customer transfers its toll-free service to another Resp. Org., the Company shall cease to subscribe to Toll-Free Directory Listing Service on behalf of the Customer and the Customer is responsible for assuring that Toll-Free Directory Listing Service is maintained through the new Resp. Org. Customer is responsible for payment of any outstanding Toll-Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll-Free Directory Listing responsibility.

(N)

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3. <u>SERVICE OFFERINGS</u>

3.6. Toll Free Service

- 1. Service Description
 - (2) Where the Company serves as the Resp. Org. for a Company Toll-Free Service Customer, it will, at the Customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Company Toll-Free Service Customer uses Vertical Features obtained by Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
 - (3) In the event that a Customer cancels its Company Toll-Free Service, the Customer may elect to retain the Company as its Resp. Org. Where the Company serves as Resp. Org. for a non-Company Toll-Free Service Customer, a charge for Resp. Org. Service will apply as set forth in this Tariff.
 - (4) In the event that a Customer cancels its Company Resp. Org. or Toll-Free Service, the Customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any services obtained by or on behalf of the Customer by Company.

(N)

(N)

3.6. Toll Free Service

- 1. Service Description
- H) It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll-Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- In accordance with FCC regulations, ANI shall only be used for billing and collection, routing, screening, and completion of the originating subscriber's call or transaction or for service directly related to the originating subscriber's call or transaction.

The ANI shall not be reused or resold without first notifying the originating telephone subscriber and obtaining affirmative consent of the subscriber for reuse or resale.

Unless the originating subscriber has given consent for the reuse or resale, any information provided shall not be used for any purpose other than:

- performing the services or transactions that are subject of the originating subscriber's call;
- ensuring network performance security, and the effectiveness of call delivery;
- compiling, using and disclosing aggregate information; and
- complying with applicable laws.

(N)

(N)

3. <u>SERVICE OFFERINGS</u>

3.6. Toll Free Service

2. Toll Free Service Termination

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a cancellation charge which shall be calculated as follows: Cox shall rerate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in sixsecond increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

Example: Customer signs a three-year term agreement. At the end of the eleventh month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year term rate to the month-to-month rate.

Example: Customer signs three-year term agreement. At the end of the thirteenth month, the Customer terminates the agreement and transfers the toll-free service to another carrier. All usage to-date would be re-rated from the three-year rate and volume to the one-year rate and volume.

(C)

(C)

3.6. Toll Free Service

3. Basic Service

Basic Service means Domestic Toll-Free Service established on the Company network providing termination for a call originated in the continental United States to a single Customer location either through switched or dedicated access. Nationwide Directory Assistance is a component of Basic Service.

(1) Toll-Free Monthly Recurring and Usage Charge

The Toll-Free Number Charge applies to Basic Toll-Free Service. Domestic calls originating within the United States are billed in 6-second increments with a 6-second minimum. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

| Monthly Recurring Charge: per account (waived if usage exceeds MRC) | \$10.00 | (R) (T) |
|--|---------|------------|
| Change Charge: per change | \$4.50 | |
| Per-Minute Charge | \$0.10 | |
3.6. Toll Free Service

- 3. Basic Service
 - (2) Reserved

(D)

(D)

(3) Toll-Free Directory Assistance

Toll-Free Directory Assistance provides the Toll-Free Customer with a listing in the nationwide Toll-Free dial up directory maintained by AT&T.

| Non-Recurring Charge: per number | \$15.00 | |
|---|---------|------------|
| Expedite Request: per request | \$25.00 | |
| Change Charge: per change | \$15.00 | (T) (T) |
| Monthly Recurring Charge: per number | \$14.50 | (T) (T) |

3.6. Toll Free Service

3. Basic Service

- (4) Reserved
- (5) Reserved

4. Toll Free Call Plans

Cox Toll-Free Solutions III

The Cox Toll-Free Solutions III call plan provides Business Customers with an inbound toll free call plan. Business Customers will select from a one-, two- or three-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

Calls that originate and terminate in the State of Nebraska will be assessed the following per-minute rate based on cumulative MOU's and term selected:

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|---------|---------|
| 0-249 | \$0.075 | \$0.068 | \$0.063 |
| 250-499 | \$0.073 | \$0.067 | \$0.062 |
| 500-999 | \$0.071 | \$0.066 | \$0.061 |
| 1,000-2,499 | \$0.069 | \$0.065 | \$0.061 |
| 2,500-4,999 | \$0.065 | \$0.061 | \$0.057 |
| 5,000-9,999 | \$0.059 | \$0.056 | \$0.052 |
| 10,000-49,999 | \$0.058 | \$0.055 | \$0.051 |
| 50,000-99,999 | \$0.056 | \$0.053 | \$0.049 |
| 100,000+ | \$0.054 | \$0.051 | \$0.047 |

(M) Material relocated to Obsolete Section, page 26.

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(N)

(N)(M)

7. Dedicated Long Distance Service

1. <u>General</u>

Dedicated outbound long distance service permits Business Customers, with substantial outbound call volumes, to complete calls to diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presents (POP). The dedicated facility would at a minimum be an Integrated DS-1 that provides a digital connection to the Customer. The Rates and Charges as detailed in Section 3, herein, are provided for On-Net facilities only. Off-Net facility pricing will be provided on a case-by-case basis.

2. <u>Terms and Conditions</u>

Minimum Service Period:

The minimum service period for Dedicated LD service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

Minimum Facility Requirements:

The Dedicated LD minutes will be carried on an Integrated DS-1 facility. Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of Service and reflect the rates in effect as of the date of the invoice. The non-recurring and monthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated LD product.

Facility Ordering:

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.

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(N)

7. Dedicated Long Distance Service, cont'd.

2. <u>Terms and Conditions, cont'd</u>

Early Termination Charges:

If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated LD usage.

- A. Early Termination of the dedicated facility: Customers who terminate service prior to the end of the service term as selected will be liable for the cancellation charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:
 - 1. all charges waived by the Company to establish the dedicated facility to Customer, plus
 - any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - 3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.
- B. Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a cancellation charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox will re-rate Customer's usage as provided in this Section.

(N)

3. <u>SERVICE OFFERINGS</u>

7. Dedicated Long Distance Service, cont'd.

2. <u>Terms and Conditions, cont'd</u>

Customer Requirements: The Business Customer must select Cox as its local and long distance service provider.

3. <u>Rates and Charges</u>

Dedicated DS-1 Facility Charge:

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

| | Monthly Recurring Charge | Non- Recurring Charge |
|--|--------------------------------|-----------------------------|
| | | |
| Dedicated DS-1 Facility Charge, per facility | \$300.00 | \$250.00 |

Dedicated LD Usage Charges:

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

Rate per minute \$.10

(N)

7. Dedicated Long Distance Service, cont'd.

4. Optional Call Plans

Cox Dedicated LD Solutions III

Cox Dedicated LD Solutions III is a one, two or three-year term dedicated direct dialed long distance call plan that provides eligible Business Customers a competitively priced long distance product for calls terminating in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Nebraska will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Nebraska are billed in 6-second increments with a 6-second minimum.

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|---------|---------|
| 0-249 | \$0.075 | \$0.068 | \$0.063 |
| 250-499 | \$0.073 | \$0.067 | \$0.062 |
| 500-999 | \$0.071 | \$0.066 | \$0.061 |
| 1,000-2,499 | \$0.069 | \$0.065 | \$0.061 |
| 2,500-4,999 | \$0.065 | \$0.061 | \$0.057 |
| 5,000-9,999 | \$0.059 | \$0.056 | \$0.052 |
| 10,000-49,999 | \$0.058 | \$0.055 | \$0.051 |
| 50,000-99,999 | \$0.056 | \$0.053 | \$0.049 |
| 100,000+ | \$0.054 | \$0.051 | \$0.047 |

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(N)(M)

(M) Material relocated to Obsolete Services, page 27.

Issue Date: December 9, 2003

- 7. Dedicated Long Distance Service, cont'd.
 - 4. Optional Call Plans, cont'd.

Cox Dedicated LD Enterprise III

Cox Dedicated LD Enterprise III is a one-, two- or three-year term dedicated direct dialed long distance call plan. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 perminute. The call plan is available to new and existing Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and Cox Affiliated Company's high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Nebraska will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Nebraska are billed in 6-second increments with a 6-second minimum.

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|---------|---------|
| 0-249 | \$0.068 | \$0.061 | \$0.057 |
| 250-499 | \$0.066 | \$0.060 | \$0.056 |
| 500-999 | \$0.064 | \$0.059 | \$0.055 |
| 1,000-2,499 | \$0.062 | \$0.059 | \$0.055 |
| 2,500-4,999 | \$0.059 | \$0.055 | \$0.051 |
| 5,000-9,999 | \$0.053 | \$0.050 | \$0.047 |
| 10,000-49,999 | \$0.052 | \$0.050 | \$0.046 |
| 50,000-99,999 | \$0.050 | \$0.048 | \$0.044 |
| 100,000+ | \$0.049 | \$0.046 | \$0.042 |

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(M) Material relocated to Obsolete Services, page 28.

1400 Lake Hearn Drive, Atlanta, Georgia 30319

3. <u>SERVICE OFFERINGS</u>

7. Dedicated Toll Free Service

1. <u>General</u>

Dedicated toll free (TF) service permits Business Customers, with substantial toll free call volume, to receive inbound calls from diverse service areas. Dedicated toll free service is distinguished from other services by the existence of a dedicated, special access connection from the Customer's premises to the Company's Point of Presents (POP). The dedicated facility would at a minimum be an Integrated DS-1 that provides a digital connection to the Customer. The Rates and Charges as detailed in Section 3, herein, are provided for On-Net facilities only. Off-Net facility pricing will be provided on a case-by-case basis.

2. <u>Terms and Conditions</u>

Minimum Service Period:

The minimum service period for Dedicated TF service is one year except where special construction is requested and in which case the minimum period may be longer. Special construction agreements require minimum commitment periods and are defined via contractual agreements.

Minimum Facility Requirements:

The Dedicated TF minutes will be carried on an Integrated DS-1 facility. An Integrated DS-1 facility allows a Customer to access multiple Company Services on the same facility. These facility arrangements are normally at minimum one-year commitments and are billed in advance of service and reflect the rates in effect as of the date of the invoice. The non-recurring and monthly recurring charges for the dedicated access facility are in addition to the usage rates detailed below for the dedicated TF product.

Facility Ordering:

In order to prevent interference or impairment of this service and any other service provided on the facility, the Customer must order an adequate number of access paths to handle the expected demand. The Customer should consider the following items when ordering the facility: (1) total call volume, (2) average call duration, (3) time-of-day sensitivity, and (4) busy hour.

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3. SERVICE OFFERINGS

7. Dedicated Toll Free Service, cont'd.

2. <u>Terms and Conditions, cont'd.</u>

Early Termination Charges: If service is disconnected prior to the expiration of the term, early termination charges will apply for both the dedicated facility and dedicated TF usage.

A. Early Termination of the dedicated facility:

Customers who terminate service prior to the end of the service term as selected will be liable for the cancellation charge associated with all costs, fees and expenses incurred in connection with the dedicated facility and shall be calculated as follows:

- 1. all charges waived by the Company to establish the dedicated facility to Customer, plus
- 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3. all Monthly Recurring Charges associated with the dedicated facility for the unexpired balance of the current term.
- B. Early Termination of usage charges:

Customers who terminate service prior to the end of the service term as selected by Customer will be liable for a cancellation charge which shall be calculated as follows: Cox shall re-rate Customer's usage for services provided up to the date of termination by charging Customer the difference between the monthly rate for the service term selected by Customer and the rate for service applicable to the longest term plan for service the Customer could have satisfied prior to discontinuance and multiplying this difference by the number of minutes of service actually provided to Customer. All per-minute charges for each month shall be at the per-minute charge based on rate associated with Customer's highest MOU for the month. Cox bills in six-second increments and rounds up to the nearest six-second increment. If this Call Plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may, at its option: (i) re-rate Customer's usage as provided in this Section or (ii) charge Customer the standard rates for service under this tariff up to the date of termination, which ever is greater.

3. <u>SERVICE OFFERINGS</u>

7. Dedicated Toll Free Service, cont'd.

2. <u>Terms and Conditions, cont'd.</u>

Customer Requirements: The Business Customer must select Cox as its local and toll free service provider.

3. <u>Rates and Charges</u>

Dedicated DS-1 Facility Charge:

Dedicated DS-1 Facility Charges are billed monthly in advance. Term and volume discounts may apply.

| DS-1 Facility Charge | Monthly Recurring Charge | Non- Recurring Charge |
|--|--------------------------------|-----------------------------|
| | (per facility) | (per facility) |
| Dedicated DS-1 Facility Charge, per facility | \$300.00 | \$250.00 |

Dedicated TF Usage Charges:

Usage charges are billed monthly in arrears. The usage rates charged to a Customer will be the rates in effect on the day the call was placed. Domestic calls are billed in 6-second increments with a 6-second minimum.

Rate per minute \$.10

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(N)

number number

3. SERVICE OFFERINGS

- 7. Dedicated Toll Free Service, cont'd.
 - 3. Rates and Charges, cont'd.

Charges for Dialed Number Identification Service (DNIS)

DNIS permits dedicated Customers with multiple toll-free numbers that terminate on the same facilities the ability to determine which toll-free number the caller dialed when receiving toll-free calls. Identification is achieved through out-pulsed digits from the Company network to the Customer's facilities. Customers will furnish the Company with the digits desired for each toll-free number. The Change Charge will apply to any reconfiguration of out-pulsed digits, to the cancellation of this feature, or to the cancellation of the toll-free service number with which the feature has been associated.

| Non-Recurring Charge: | \$35.00 per toll free |
|---------------------------|-----------------------|
| Monthly Recurring Charge: | \$ 0.00 per toll free |
| Change Charge: | \$15.00 per change |

Charge for Real Time ANI Delivery

This feature enables the Customer to have calls to a Company toll-free service number forwarded to their location with the callers ANI (ten digit billing telephone number) as part of the call setup. Customers must have their own equipment for reading ANI digits passed on from the Company network. Full 10-digit ANI is provided whenever passed on from the originating Local Exchange Carrier. ANI is sent via in-band signaling.

| Non-Recurring Charge: | \$35.00 per toll free number |
|---------------------------|------------------------------|
| Monthly Recurring Charge: | \$ 0.00 per toll free number |
| Change Charge: | \$15.00 per change |

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7. Dedicated Toll Free Service, cont'd.

4. Optional Call Plan

Cox Dedicated TF Solutions III

Cox Dedicated TF Solutions III is a one-, two- or three-year term dedicated toll free call plan. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may rerate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Nebraska will be assessed the per-minute rates as detailed below. All minutes-of-use charges are assessed based on the cumulative MOU's of interstate (continental United States) and intrastate usage.

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|---------|---------|
| 0-249 | \$0.075 | \$0.068 | \$0.063 |
| 250-499 | \$0.073 | \$0.067 | \$0.062 |
| 500-999 | \$0.071 | \$0.066 | \$0.061 |
| 1,000-2,499 | \$0.069 | \$0.065 | \$0.061 |
| 2,500-4,999 | \$0.065 | \$0.061 | \$0.057 |
| 5,000-9,999 | \$0.059 | \$0.056 | \$0.052 |
| 10,000-49,999 | \$0.058 | \$0.055 | \$0.051 |
| 50,000-99,999 | \$0.056 | \$0.053 | \$0.049 |
| 100,000+ | \$0.054 | \$0.051 | \$0.047 |

(M) Material relocated to Obsolete Services, page 29.

Issued by: Martin Corcoran Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Georgia 30319 (Ņ/M)

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3. <u>SERVICE OFFERINGS</u>

3.7 Cox Office Solutions Pak, (COSP)

1. GENERAL

The Cox Office Solutions Pak, COSP, offers business Customers a bundled package term plan of one-, two-, three- and five-year commitments. The package combines telephony services and the Cox-Affiliated Company's service for high-speed internet access. The services provided with this package are:

- two (2) flat-rate business access lines,
- eight (8) custom calling features from a select group of features as defined in Section .2 following,
- a block of 200 minutes of interstate and intrastate long distance service.

2. <u>Regulations</u>

1. Business Access Lines

Business Customers that subscribe to COSP will receive two flat-rate business access lines. Additional lines requested by the Customer will be billed at the rates provided under section 3.1.2.2 of the Local Exchange tariff.

2. Custom Calling Features

Business Customers that subscribe to COSP will be offered the line features listed below. The features may be provisioned on the two lines at the Customer's request. However, the offered is limited to a total of eight features provisioned on the two lines.

| Call Forward | Three-Way Calling |
|--------------------------|-------------------|
| Call Forward – Busy | Call Transfer |
| Call Forward – No Answer | Caller ID |
| Call Waiting | Voice Mail |

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3. SERVICE OFFERINGS

3.7 <u>Cox Office Solutions Pak</u>, cont'd

2. <u>Regulations</u>, cont'd

3. 200 Minutes of Long Distance

The Cox Office Solutions Pak, COSP, includes a block of 200 minutes of interstate and (C) intrastate long distance. The block of 200 minutes is "pooled" between the two lines. (C) Any unused minutes remaining at the end of the billing period will not carryover to the next billing period. Interstate calls in excess of the 200-minute block will be (C) billed at 7 cents per minute per the Company's FCC Domestic tariff. Intrastate calls will be billed at 10 cents per minute per the Company's Local and Intrastate tariffs.

3. <u>Rates and Charges</u>

The table below defines the long distance charges associated with the 200-minute (C) block of long distance service in the State of Nebraska. (C)

| | Year 1 | Year 2 | Year 3 | Year 5 | (C) |
|---------------------|---------|---------|---------|---------|-----|
| Block of LD minutes | \$15.00 | \$15.00 | \$15.00 | \$15.00 | (C) |

3. <u>SERVICE OFFERINGS</u>

3.8 <u>Cox Office Solutions Flex, (COSF)</u>

1. GENERAL

The Cox Office Solutions Flex, COSF, offers business Customers a bundled package term plan of one, two, three and five year commitment. The package combines telephony services and the Cox-Affiliated Company's service for high speed internet access. The services provided with this package are:

- a range of flat-rate business access lines,
- a block of minutes (pooled among all the business access lines in the bundle) of interstate and intrastate long distance calls, and
- the Cox-Affiliated Company's high-speed internet access service.

2. <u>Regulations</u>

1. Business Access Lines

Business Customers that subscribe to COSF will receive a range of flat-rate business access lines. Additional lines requested by the Customer will be billed at the rates provided under section 3.1.2.2 of the Local Exchange tariff.

(C) (C)

2. Shared Minutes of Long Distance

The Cox Office Solutions Flex (COSF) includes a block of shared minutes of interstate and intrastate long distance. The block of minutes is pooled among all lines. Any unused minutes remaining at the end of the billing period will not carry over to the next billing period. Interstate calls in excess of the pooled block will be billed at six (6) cents per minute per the Company's FFC Domestic tariff. Intrastate calls will be billed at six (6) cents per minute per the Company's Local and Intrastate tariffs.

| Business Access Lines | Standard Block of LD Minutes | Rate per Block of Minutes |
|-----------------------|---------------------------------|---------------------------------|
| 5-8 Lines | 600 Minutes# | \$30.00 |
| 9-12 Lines | 800 Minutes# | \$40.00 |
| 13-22 Lines | 1000 Minutes | \$50.00 |

Customer may upgrade Long Distance minutes to next block of minutes for an additional \$10.00 per month.

3.9 Cox Connection Packages

1. Cox Connection-60^(sm) Package

Where facilities and operating conditions permit, the Connection Packages will be offered to residential Customers. The Cox Connection-60 Package is a bundled package of local and long distance telephone services. The package includes: a local access line, the Solutions feature package, sixty (60) minutes of long distance service, and the U.S. Saving Plan. The eligibility condition of the U.S. Saving Plan requires that the Customer select Cox long distance for both PIC and LPIC elections.

The following products and services are included in the Cox Connection-60 Package:

- One (1) Local Access Line,
- Solutions feature package,
- Sixty (60) minutes of long distance service, and
- The U.S. Savings Plan. After the initial 60 minutes included in the package, all intrastate and interstate toll calls are billed at seven cents per minute.

Monthly Recurring Charge:

\$29.95

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Non-Recurring Charge^H

2. Connection-90^(sm) Package

Where facilities and operating conditions permit, the Connection Packages will be offered to residential Customers. The Cox Connection-90 Package is a bundled package of local and long distance telephone services. The package includes: a Primary and a Non-Primary local access line, the Solutions feature package on the Primary line, ninety (90) minutes of long distance service on the Primary line, and the U.S. Saving Plan on both access lines. The eligibility condition of the U.S. Saving Plan requires that the Customer select Cox long distance for both PIC and LPIC elections.

Issue Date: August 8, 2003

Issued By: Martin Corcoran Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319 Effective Date: August 18, 2003

^H Non-Recurring Line Connection Charges as specified in Section 3.1.2.2 (a) apply for initial service establishment, additional lines and transfers of service. Non-Recurring Account Change Charges as specified in Section 3.1.2.2 (a) apply to Customers upgrading to a Connection Package on existing Local Access Lines

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3. <u>SERVICE OFFERINGS</u>

3.9 Cox Connection Packages

2. Connection-90^(sm) Package, cont'd.

The following services are included in the Cox Connection-90 Package:

- One (1) Primary Local Access Line with the Solutions feature package,
- One (1) Non-Primary Local Access Line,
- Ninety (90) minutes of long distance service on the Primary Line, and
- The U.S. Savings Plan on both access lines. Toll calls will be billed at seven (7) cents per minute.

\$39.95

Monthly Recurring Charge:

Non-Recurring Charge^H

3. Cox Connection 200 Package

Where facilities and operating conditions permit, the Connection Package will be offered to residential Customers. The Cox Connection-200 Package is a bundled package of local and long distance telephone services. The package includes: (1) a Primary local access line, (2) the Solutions feature package on the Primary line, (3) two-hundred (200) minutes of long distance service on the Primary line, and (4) the U.S. Saving Plan on both access lines. The eligibility condition of the U.S. Saving Plan requires that the Customer select Cox long distance for both PIC and LPIC elections.

The following products and services are included in the Cox Connection-200 Package:

- One (1) Primary local access line with the Solutions Feature Package,
- 200 minutes of long distance service and
- The U.S. Savings Plan. Toll calls will be billed at seven (7) cents per minute.

Monthly Recurring Charge

\$42.30

Non-Recurring Charge^H

Issue Date: August 8, 2003

^H Non-Recurring Line Connection Charges as specified in Section 3.1.2.2 (a) apply for initial service establishment, additional lines and transfers of service. Non-Recurring Account Change Charges as specified in Section 3.1.2.2 (a) apply to Customers upgrading to a Connection Package on existing Local Access Lines.

3. <u>SERVICE OFFERINGS</u>

3.9 Cox Connection Packages

3. Cox Unlimited Connection^(sm) Package

General

Where facilities exist and operating conditions permit, the Cox Unlimited Connection^(sm) Package will be offered to Residential Customers. The Cox Unlimited Connection^(sm) Package is a bundled package of local and long distance telephone services. The package includes a local access line, the Control Plus feature package, unlimited residential minutes of long distance service, and Voice Mail. An eligibility condition of the package requires that the Customer select Cox long distance for both PIC and LPIC elections. The following services are included in the package:

- A local access line,
- The Control Plus Feature Package,
- Unlimited residential minutes of long distance service, and
- Voice Mail

Terms and Conditions

- 1. The Cox Unlimited Connection^(sm) Package Monthly Recurring Charge will be billed in advance, and will apply the first billing period after ordering the service.
- 2. Cox Unlimited Connection^(sm) Package does not permit the Customer to place business calls.
- 3. The Company may monitor the Customer's usage to ensure that the Customer's use is consistent with the applicable restrictions and limitations, i.e., the Customer's usage is consistent with residential usage. If the Company has any reason to believe that the Customer's usage is not consistent with the applicable restrictions, the Company may terminate the Cox Unlimited Connection^(sm) Package immediately upon notifying the Customer, and convert the Customer to another usage sensitive plan of the Customer's choice.
- 4. If the Residential Customer's usage exceeds 5,000 minutes of toll usage in any month, the Residential Customer shall be presumed to be in violation of the applicable restrictions and it shall be the responsibility of the Residential Customer to demonstrate to the Company that the usage was not a violation of any of the restrictions.

Rates and Charges

Monthly Recurring Charge

\$49.95

Non-Recurring Charge^H

Issue Date: June 6, 2003

Issued by: Martin Corcoran Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319 Effective Date: June 16, 2003

(N)

^H Non-Recurring Line Connection Charges as specified in Section 3.1.2.2(a) apply for initial service establishment, additional lines and transfers of service. Non-Recurring Account Change Charge as specified in Section 3.1.2.2(a) apply to Customers upgrading to Connection Packages on existing Local (N) Access Lines.

4.0 Reserved

5.0 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator.

Each call to Directory Assistance will be charged as follows:

| Residential Per Call | \$2.49 | (N/I) |
|----------------------|--------|-------|
| Business Per Call | \$0.95 | (N/T) |

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

A credit will be given for calls to Directory Assistance as follows:

-The Customer experiences poor transmission or is cut-off during the call; or

-The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

Issued by: Paul Cain Director, Regulatory Operations Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319

6.0 Operator Assistance

A Customer may obtain the assistance of an operator to complete interLATA telephone calls in the following manner. In addition to the rates specified in Section 5.0, surcharges as specified in Section 6.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the carrier. The call may be billed to the called party.

Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800/888 telephone numbers, but does not request the operator to complete the call.

(D/T)

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6.0 Operator Assistance (cont'd)

6.1 Operator Assisted Surcharges: The following surcharges will be applied on a per call basis.

| Third Number Billing (Operator Dialed) | \$3.00 | (T) |
|--|--------|-----|
| Third Number Billing (Customer Dialed) | \$3.00 | |
| Calling Card (Operator Dialed) | \$3.00 | |
| Collect Calling (Operator Dialed) | \$3.00 | |
| Collect Calling (Customer Dialed) | \$3.00 | |
| Person-to-Person (Operator Dialed) | \$5.00 | |
| Person-to-Person (Customer Dialed) | \$5.00 | |
| Station-to-Station (Operator Dialed) | \$3.00 | (Ť) |
| General Assistance | N/C | |

6..2 Reserved:

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6.0 Operator Assistance (cont'd)

6.2 Reserved:

(D)

(D/T)

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7.0 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

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8.0 <u>Obsolete Services</u>

8.1 Cox LD Solutions

Cox LD Solutions, the one-, two- or three-year term long distance call plan, provides Business Customers a competitively priced long distance product. The call plan is available to new and existing customers that choose Cox Local and Long Distance, both PIC and LPIC. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the 50 states and the District of Columbia will be billed in 6-second increments and rounded up to the next highest increment. All calls terminating in Canada, Puerto Rico and US Virgin Islands will be billed in 6-second minimum.

If this plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10/minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Nebraska will be assessed the following per-minute rate based on cumulative MOU's and term selected:

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|----------|----------|
| 0-10,000 | \$0.075 | \$0.0675 | \$0.0638 |
| 10,001-20,000 | \$0.070 | \$0.0630 | \$0.0595 |
| 20,001+ | \$0.065 | \$0.0585 | \$0.0553 |

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(M)

(M) Material formerly located on page 18.0.1

8.2 Cox LD Enterprise

Cox LD Enterprise, the one-, two- or three-year term long distance call plan, provides an eligible Business Customer with a competitively priced long distance product. The call plan is available to new and existing customers that select Cox Local, Cox Long Distance (both PIC and LPIC) and Cox high-speed internet service. The plan covers the 48 contiguous states. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per minute. All minutes-of-use (MOU) charges will be assessed based on the cumulative minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls terminating in the United States are billed in 6-second increments and rounded up to the next highest increment. All calls terminating to Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum.

If this plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth above, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the default rate of \$.10 per minute will be used to re-rate all usage charges up to the termination date.

Calls that originate and terminate in the State of Nebraska will be assessed the following per-minute rate based on cumulative MOU's and term selected:

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|----------|----------|
| 0-10,000 | \$0.070 | \$0.0630 | \$0.0595 |
| 10,001-20,000 | \$0.065 | \$0.0585 | \$0.0553 |
| 20,001+ | \$0.060 | \$0.0540 | \$0.0510 |

(M)

(M) Material formerly located on page 18.0.2.

Issued by: Martin Corcoran Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319

8.3 Cox Toll-Free Solutions

The Domestic Toll-Free Term Call Plan provides Business Customers with a reduced rate for toll free calls originated in the continental United States. Business Customers may select from a one-, two- or three-year term call plan. The plan covers the 48 contiguous states. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate and intrastate usage, excluding minutes from Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Domestic calls originating within the United States are billed in 6-second increments and rounded up to the next highest increment. All calls originated from Canada, Puerto Rico and US Virgin Islands are billed in 6-second minimum.

Calls that originate and terminate in the State of Nebraska will be assessed the following per-minute rate based on cumulative MOU's and term selected:

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|----------|----------|
| 0-10,000 | \$0.075 | \$0.0675 | \$0.0638 |
| 10,001-20,000 | \$0.070 | \$0.0630 | \$0.0595 |
| 20,001+ | \$0.065 | \$0.0585 | \$0.0553 |

(M)

(M) Material formerly located on page 18.11.

Issued by: Martin Corcoran Director, Tariff Development Cox Communications, Inc. 1400 Lake Hearn Drive Atlanta, GA 30319

8.4 Cox Dedicated LD Solutions

Cox Dedicated LD Solutions, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 perminute. The call plan is available to new and existing customers that choose Cox Local and Cox Long Distance (both PIC and LPIC). All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Nebraska will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Nebraska are billed in 6-second increments with a 6-second minimum.

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|----------|----------|
| 0-10,000 | \$0.075 | \$0.0675 | \$0.0638 |
| 10,001-20,000 | \$0.070 | \$0.0630 | \$0.0595 |
| 20,001-40,000 | \$0.065 | \$0.0585 | \$0.0553 |
| 40,001-80,000 | \$0.055 | \$0.0495 | \$0.0468 |
| 80,001-160,000 | \$0.050 | \$0.0450 | \$0.0425 |
| 160,000+ | \$0.045 | \$0.0405 | \$0.0383 |

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(M) Material formerly located on page 18.11.4.

8.5 Cox Dedicated LD Enterprise

Cox Dedicated LD Enterprise, a one, two or three-year term dedicated long distance call plan, provides eligible Business Customers a competitively priced long distance product for calls terminated in the continental United States. Calls to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. The call plan is available to new and existing Customers that choose Cox for their Local, Long Distance (both PIC and LPIC) and high-speed internet service. All minutes-of-use (MOU) charges will be assessed based on the cumulative dedicated long distance minutes of interstate and intrastate usage, except for toll minutes to Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Calls that originate and terminate in Nebraska will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage. Calls terminating in Nebraska are billed in 6-second increments with a 6-second minimum.

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|----------|----------|
| 0-10,000 | \$0.070 | \$0.0630 | \$0.0595 |
| 10,001-20,000 | \$0.065 | \$0.0585 | \$0.0553 |
| 20,001-40,000 | \$0.060 | \$0.0540 | \$0.0510 |
| 40,001-80,000 | \$0.050 | \$0.0450 | \$0.0425 |
| 80,001-160,000 | \$0.045 | \$0.0405 | \$0.0383 |
| 160,000+ | \$0.040 | \$0.0360 | \$0.0340 |

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(M) Material formerly located on page 18.11.5.

8.6 Cox Dedicated TF Solutions

Cox Dedicated TF Solutions, a one, two or three-year term dedicated toll free call plan, provides eligible Business Customers a competitively priced toll free product for calls that originate in the continental United States. Calls from Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands will be assessed at the standard rate of \$0.10 per-minute. Calls from Canada will be assessed at the rate of \$.08 per minute. The call plan is available to new and existing customers that choose Cox Local and Cox Toll Free. The plan covers the 48 contiguous states. All minutes-of-use charges (MOU) will be assessed based on the cumulative dedicated toll free minutes of interstate and intrastate.

If the plan is terminated prior to the expiration of the selected term, or Customer fails to meet all of the conditions set forth in this tariff, Cox may re-rate Customer's usage during the term of the plan to the commitment rate properly chargeable based on the term length actually achieved by Customer up to the termination date. If service is terminated within the first year of the plan, the month-to-month rate of \$.10/minute will apply to re-rate all usage charges up to the termination date.

Domestic calls originating in the United States are billed in 6-second increments with a 6-second minimum. All calls originating in Canada, Puerto Rico and US Virgin Islands are billed in 6-second increments with a 30-second minimum. Calls that originate and terminate in Nebraska will be assessed the per-minute rates as detailed below. All minutes-of-use charges will be assessed based on the cumulative minutes of interstate (continental United States) and intrastate usage.

| Minutes-Of-Use | 1 Year | 2 Year | 3 Year |
|----------------|---------|----------|----------|
| 0-10,000 | \$0.075 | \$0.0675 | \$0.0638 |
| 10,001-20,000 | \$0.070 | \$0.0630 | \$0.0595 |
| 20,001-40,000 | \$0.065 | \$0.0585 | \$0.0553 |
| 40,001-80,000 | \$0.055 | \$0.0495 | \$0.0468 |
| 80,001-160,000 | \$0.050 | \$0.0450 | \$0.0425 |
| 160,000+ | \$0.045 | \$0.0405 | \$0.0383 |

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(M) Material formerly located on page 18.11.10.