

**TARIFF
OF
FRONTIER COMMUNICATIONS OF THE SOUTH, LLC**

**RULES AND REGULATIONS
FOR
TELEPHONE SERVICE
WITHIN THE STATE OF ALABAMA
IN THE VICINITY
OF
ATMORE, HUXFORD, CAMDEN, CATHERINE, VREDENBURGH,
THOMASTON AND MCCULLOUGH**

ISSUED BY: Kenneth Mason

**ALABAMA
PUBLIC SERVICE COMMISSION**

GENERAL SUBSCRIBER SERVICES TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Title Page
First Revised Sheet 1
Cancels Original Sheet 1**

TITLE PAGE

GENERAL SUBSCRIBER SERVICES TARIFF

FOR THE

STATE OF ALABAMA

This tariff contains regulations applicable for the furnishing of 911 as offered by Frontier Communications of the South, LLC hereinafter referred to as the Company. This tariff is on file with the Alabama Public Service Commission.

(D)

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Title: Vice President Regulatory Affairs

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GENERAL SUBSCRIBER SERVICES TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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TITLE PAGE

EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) To signify a changed regulation.
- (D) To signify a discontinued rate, regulation or text.
- (I) To signify an increase in rate or change.
- (M) To signify a move from one page to another with no change to text, regulation, or Tariff.
- (N) To signify new rate, regulation, or text.
- (R) To signify reduction.
- (T) To signify a change in text but no change in rate or regulation.
- (L) To signify a relocation of material with no changes.
- (O) To signify a rate regulation text transferred to obsolete tariff section.
- (S) To signify matter already appearing in another part of tariff and repeated for clarification.

The preceding symbols will apply except where additional symbols are identified at the bottom of an individual page or at the end of a section or paragraph.

The above symbols are standard indications which may be used to denote revisions or additions to general regulations, listings, rates or charges after the initial filing of the tariff.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 1
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DEFINITIONS

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Sheet No.

S1 Definitions1

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 1
Original Sheet 1

DEFINITIONS

ACCESS LINE- The Telephone Company line from the central office switching point up to and including the termination of the customer's premises in either a protector or other point of demarcation.

APPLICANT- An individual, firm, corporation, partnership, institution, association or organization whether public or private, applying for or requesting provision of telecommunications service in accordance with this tariff.

BASE RATE- A schedule rate for any form of exchange service which does not include mileage charges.

CLASS OF SERVICE- a description of telecommunications service furnished a customer which denotes such characteristics as nature of use (Business or Residence) or type of rate (Flat Rate, Measured Rate or Message Rate). Classes of service may be subdivided in "Grades", such as individual line (one-party), two-party, or four-party line.

COMMISSION- Alabama Public Service Commission.

COMPANY- Wherever used in this tariff, refers to Frontier Communications of the South, LLC unless the context clearly indicates otherwise.

CUSTOMER- The person, firm, or corporation responsible for the payment of charges and compliance with the regulations of the Telephone Company.
May be different from the user. (See User.)

DISCONNECT- Discontinuance of telephone service made at the request of the subscriber or at option of the Telephone Company for nonpayment of service or other valid reasons; the facilities so disconnected by the Telephone Company may be made immediately for use by another subscriber.

EXCHANGE SERVICE AREA- The territory served by an exchange within which local telephone service is furnished at the exchange rates applicable within that area.

FLAT RATE SERVICE- The type of exchange service furnished at a stipulated monthly rate with an unlimited number of calls within a specified local service area.

INDIVIDUAL LINE SERVICE (OR ONE PARTY SERVICE)- A grade of exchange service by means of a central office line arranged to serve one subscriber telephone number only.

INSTALLATION- Any activity required by the Telephone Company in order to initiate, rearrange, delete or otherwise provide or modify service or facilities for use by the general public.

INSTALLATION CHARGES- An initial, nonrecurring charge made under certain conditions to cover all or a portion of the cost of installation of telephone service. The payment of an installation charge gives the subscriber no ownership wholly or in to the property installed.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 1
Second Revised Sheet 2
Cancels First Revised Sheet 2**

DEFINITIONS

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(D)

LOCAL TELEPHONE SERVICE- Service available within the Telephone Company service area for communication between subscribers located within that Telephone Company service area only.

MOVE- A transfer of telephone service from one location to another on the same premise where there is no interruption of service other than is incident to the work involved. Transfers of telephone service from one premise to another, or from location to another on the same premise involving a break in the continuity of service and resulting in cessation of local service charges but not considered as moved but as new service and service charges that may be applicable.

MOVE OR CHANGE CHARGE- Initial nonrecurring charges made for a change of location or type of equipment on the same premises made at the subscriber's request where there is no interruption of service other than incident to the work involved and which is not initiated by the Telephone Company or required for the proper maintenance of the equipment or service.

NEW SUBSCRIBER- Applicants having no basic monthly service or those subscribers changing service premises.

PREMISES- The building, portion or portions of a building on continuous property used and/or occupied at one time by the customer in the conduct of his business or as a residence. Where floor space adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered separate buildings.

RESIDENCE SERVICE- Telephone service furnished to customers when the actual or obvious use is for domestic purposes.

SERVICE CONNECTION - The establishment of telephone service, lines or equipment for a customer, and transfers of telephone service, lines or equipment from one premises to another or on-contiguous property subsequent to the establishment of such service lines or equipment for a customer.

SERVICE CONNECTION CHARGE- A nonrecurring charge applying to the establishment of telephone service for a subscriber and subsequent alterations to that service.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 1
Original Sheet 3

DEFINITIONS

TARIFF- The entire embodiment of the rules, regulations, definitions and charges under which service is provided within the service area of the Telephone Company. This tariff is a contract between the Telephone Company and its subscribers binding on both and approved by the Commission.

TARIFF SHEET- An individual sheet of the Telephone Company's tariff.

TELECOMMUNICATIONS SERVICES- The provision of facilities for the transmitting and reception of messages, impressions, pictures and signals by means of electricity, electromagnetic waves, and any other kind of energy, force variations, or impulses whether conveyed by cable, wire, radiation through space, or transmitted by means of other media within specific area or between designated points.

TELEPHONE COMPANY- See "Company".

TELEPHONE NUMBER- A designation assigned to a telephone station or private branch exchange necessary for placing calls to the telephone station or private branch exchange for identification in the assessment of message charges, etc.

TOLL CALL- A call to a point outside the local calling area of an exchange for which a long distance charge applies.

TOLL MESSAGE- A message between stations in different exchange areas and furnished under the provisions of "Message Toll Telephone Service", Section 4.

- A. **PERSON TO PERSON TOLL MESSAGE-** A toll message in which the user stipulates a desire for communication with a specified person or station at a specific location.
- B. **STATION TO STATION TOLL MESSAGE-** A toll message in which the user stimulates communication only with a specified telephone or switchboard.
- C. **COLLECT MESSAGE-** A toll message in which the user stimulates that the called party accept and pay all charges associated with the message.
- D. **THIRD NUMBER MESSAGE-** A toll message in which associated charges are billed neither to the calling station nor to the called station, but rather to a station not involved in the message.
- E. **CREDIT CARD MESSAGE-** A toll message in which associated charges are billed to a credit card number assigned by a telephone company and issued to either the called or calling party.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 1
Original Sheet 4**

DEFINITIONS

TOLL RATES- The charge prescribed for toll messages based upon the duration and distance of the call.

TOLL SERVICE- Toll Service(Long Distance Service) is that part of the total telephone service rendered by the Company which is furnished between customers in different exchange areas in accordance with the rates and regulations specified in the Company's Toll Tariff.

USER- The user of a service regardless of the identity or location of the subscriber or customer of the service.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 2
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S2. GENERAL RULES AND REGULATIONS

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 2
Original Sheet 1

S2. GENERAL RULES AND REGULATIONS

S2.1 APPLICATION OF REGULATIONS

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Alabama by Frontier Communications of Alabama, LLC hereinafter referred to as the Company, subject to the jurisdiction of the Alabama Public Service Commission. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.
- B. Minimum Contract Period
 - 1. Except as specified elsewhere in this Tariff, the minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
 - 2. The Company may require a contract period longer than one month at the same location in connection with special types or arrangements of equipment or for unusual construction necessary to meet specific demands for service.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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Original Sheet 2**

S2. GENERAL RULES AND REGULATIONS

S2.2 USE OF SERVICE

A. Termination of Service

1. By the Company

a. The Company may refuse to furnish, or may terminate the service and remove its equipment under the following circumstances, provided suitable notice has been given to the customer:

1. Upon the continuance of any unpaid regulated amount due for a period of 5 days following temporary suspension;
2. Upon the continuance of any unauthorized attachment as stated elsewhere in this tariff;
4. Upon the use of a service in such a manner that, in the opinion of the Company, constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property, or service;
5. Upon a violation of any of the regulations governing the furnishing of a service.

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 2
Original Sheet 3**

S2. GENERAL RULES AND REGULATIONS

S2.2 USE OF SERVICE (Cont'd)

A. Termination of Service (Cont'd)

2. At customer's request

- a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.
- b. Where a contract for service with a one month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.
- c. No minimum or termination charge will apply (unless otherwise stated specifically in this Tariff) where a new customer takes over the service of the former customer provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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Original Sheet 4

S2. GENERAL RULES AND REGULATIONS

S2.2 USE OF SERVICE (Cont'd)

B. Resale of Service

The resale of any service, provided by the Company is not permitted except as provided elsewhere in this Tariff or as specifically authorized by the Company.

C. Restoration of Service

In its discretion, the Telephone Company may restore, or re-establish service which has been suspended or discontinued, for nonpayment of charges without payment of all charges due. Such restoration, or re-establishment, shall not be construed as waiver of any rights to suspend, or discontinue, service for non-payment of any such, or other, charges due and unpaid or for the violation of the provisions of the Tariff; nor shall the failure to suspend or discontinue service for non-payment of any past due accounts operate as a waiver to suspend, or discontinue, services for non-payment of such account or any other past due account.

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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S2. GENERAL RULES AND REGULATIONS

S2.2 USE OF SERVICE (Cont'd)

D. Subscriber Complaints

1. Informal complaints against the Telephone Company shall be made first directly to the Telephone Company. If the complainant is not satisfied with the disposition of the complaint, the subscriber or authorized representative then may file a complaint with the Commission.
2. A formal complaint or protest shall be in writing and submitted to the Telephone Company and the Commission.

E. Interconnection Agreements

The services offered in this tariff enable communication between a customer of Frontier and another customer of Frontier, a customer of another ILEC, or a customer of another TSP (Telecommunication Service Provider), provided the TSP has properly executed an interconnection agreement or other appropriate traffic interchange agreement with Frontier. Frontier will not originate calls to a TSP's NXX that is within the local calling scope of the calling party until an interconnection agreement or traffic interchange agreement with Frontier has been fully executed and proper facilities are in place.

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 2
Original Sheet 6

S2. GENERAL RULES AND REGULATIONS

S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE

A. Applications for Service

1. Applications for service may be made orally or in writing.
2. Any change in rates or regulations prescribed by the Alabama Public Service Commission modifies the terms and regulations of contracts to the extent of such change.
3. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
4. If telephone service is established and it is subsequently determined that either condition in 3 above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
5. Failure to pay for the following shall not constitute sufficient cause for denial of service:
 - a. Directory advertising charges in dispute,
 - b. Charges in dispute billed for other carriers or information service providers,
 - c. Non-regulated equipment or services,
 - d. Local Dial-it charges in dispute,
 - e. Business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa.

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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Original Sheet 7

S2. GENERAL RULES AND REGULATIONS

S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

B. Advance Payments

1. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
2. Federal, State or Municipal governmental agencies may not be required to make advance payments.

C. Customer Billing

1. The customer is responsible for all charges in conjunction with the services furnished him including collect toll messages which have been accepted at the customer's telephone.
2. Monthly recurring charges are billed in advance. Special billing arrangements may be established for services provided to governmental agencies.
3. Bills are due when rendered unless otherwise specified on the bill and may be paid at any business office of the Company or at any agency authorized to receive such payments.
4. For billing purposes each month is presumed to have thirty days.
5. Retroactive billing adjustments will not be made for a period exceeding three years.

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 2
Fourth Revised Sheet 8
Cancels Third Revised Sheet 8**

S2. GENERAL RULES AND REGULATIONS

S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

C. Customer Billing (Cont'd)

6. The Company may temporarily suspend service in the event the customer fails to pay any regulated amount due. Such suspension shall not be made until at least 5 days written notification to the customer of the intention to suspend service.

7. Late Payment Charge applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full by the subsequent billing date. The late payment charge is applied to the total amount carried forward and is included in the total amount due in the subscriber's current bill. (T)

Residence - A late payment charge of 1.5 percent or \$9.00 (whichever is greater), applies. (T)

Business - A late payment charge of 1.5 percent or \$14.00 (whichever is greater), applies. (I)

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 2
First Revised Sheet 9
Cancels Original Sheet 9**

S2. GENERAL RULES AND REGULATIONS

S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

D. Alterations

The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's equipment; and the customer agrees to pay the Company's current charges for such changes.

E. Special Construction

1. Private Property

- a. An average amount of entrance and distribution facilities may be furnished by the Company provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- b. If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment, maintenance or methods of construction; if the stability of the customer has not been established; if the installation is for a temporary or semi-permanent purpose or if for any other reason the construction costs are excessive as compared with the revenue to be derived, the applicant shall be required to pay the costs over and above those applicable for a normal installation.
- c. The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 2
First Revised Sheet 10
Cancels Original Sheet 10**

S2. GENERAL RULES AND REGULATIONS

S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

E. Special Construction (Cont'd)

2. Underground

- a. When feasible conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for Telephone Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and any Electric Light or Power Conduit or Conductor shall be in accordance with the Company's specifications.

The customer shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the customer or his representatives or from freezing or improper drainage.

- b. The cost of relocating underground entrance facilities at the customer's request will be borne by the customer.

3. Charges Applicable for Facility Extension

When an applicant requests new service or upgraded service where construction of line facilities is required, the Telephone Company will cover the construction costs up to \$500.00. Any Construction charges over \$500.00 shall be recovered from the applicant. Construction charges for multicircuit customers will be on an ICB basis

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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S2. GENERAL RULES AND REGULATIONS

S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE(Cont'd)

F. Special Assemblies of Speculative Projects

1. Special assemblies of speculative projects for which provision is not otherwise made in this tariff may be provided where practicable, if not detrimental to any of the services furnished by the Company.
 - a. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof and will include, when applicable, one or more of the following estimated expense items associated with the special service provided:
 1. Maintenance expense
 2. Depreciation expense - including reusable and non-recoverable items
 3. Administration expense
 4. Taxes - including Federal Income Tax
 5. Any other specific items of expense that may be associated with the facility provided
 6. A reasonable return on investment
 - b. The estimated installation cost used in the derivation of the various expense items shall include the following:
 1. Material
 2. Material overhead
 3. Installation labor
 4. Installation labor overhead

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 2
Original Sheet 12

S2. GENERAL RULES AND REGULATIONS

S2.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT

A. Establishment of Credit

1. The Company is not obligated to establish, furnish or continue to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company except in situations as listed in Section S2.3A.5 of this tariff. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit by providing a suitable guarantee in writing, in a form prescribed by the Company.
2. The Company shall be the sole judge as to whether or not the guarantee in writing is acceptable.

B. Adjustments for Local Taxing Authority Payments

1. In the event a municipality imposes, collects or receives from the Company any license, occupational, franchise, privilege, inspection, or other similar tax or fee, or otherwise, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits, or other facilities, or otherwise, so much of the aggregate amount of such tax or fee will be billed, insofar as practical, pro rata to the customers receiving exchange service within such municipality.
2. In the event a county or other local taxing authority, excluding municipalities, imposes, collects or receives from the Company any license, occupational, franchise, privilege, inspection or other similar tax or fee, or otherwise, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, or otherwise the amount of such tax or fee will be billed, insofar as practical, pro rata to the customers receiving exchange service within such county or territory of other local taxing authority.

Note: Nothing in this tariff shall prohibit the billing to customers of the amount of any tax or fee imposed by a county or other local taxing authority at the time of the filing of this tariff.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 2
Original Sheet 13

S2. GENERAL RULES AND REGULATIONS

S2.5 OBLIGATION AND LIABILITY OF THE COMPANY

A. Undertaking of the Company

The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this Tariff.

B. Provision of Equipment

1. All equipment necessary for the provision of a given service will be furnished by the Company on a deregulated basis or by the customer except as provided elsewhere in this tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer on his premises in suitable outlets when required.
2. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company; whether physically, by induction, acoustically or other; except as provided in this Tariff or as otherwise authorized in writing by the Company. In case any such authorized attachment or connection is made, the Company shall have the right to remove or disconnect the same or to terminate the service.
3. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company provided any such device so used does not:
 - a. endanger the safety of Company employees or the public;
 - b. damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 2
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S2. GENERAL RULES AND REGULATIONS

S2.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

B. Provision of Equipment(Cont'd)

3. (Cont'd)

- c. interfere with the proper functioning of such equipment or facilities;
- d. impair the operation of the communication system;
- e. otherwise injure the public in its use of the Company's services.

4. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a recording device or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

5. Facilities of an electric power company or oil, oil products or natural gas pipe line company, or railroad company, provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns, or villages along the right-of-way) owned or controlled by such company and extending between or beyond exchange areas of the Telephone Company, may be connected with deregulated Private Branch Exchange, station, or regulated private line facilities furnished by the Telephone Company, subject to terms and conditions found elsewhere in this tariff.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 2
Original Sheet 15

S2. GENERAL RULES AND REGULATIONS

S2.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

C. Furnishing of Service

The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

D. Maintenance and Repair

1. All costs associated with the maintenance and repair of regulated services furnished by the Company will be borne by the Company, except as specified elsewhere in this Tariff.
2. The Company will be reimbursed for any loss or damage to its facilities on the customer's premise resulting from intentional destruction or any other cause, except from fire or unavoidable accidents.
3. Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

E. Liability

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occurs after notice to the Company by the subscriber.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 2
Original Sheet 16**

S2. GENERAL RULES AND REGULATIONS

S2.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

2. The customer indemnifies and saves the Company harmless against the following:
 - a. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - b. Any accident, injury, or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.
 - c. Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
 - d. Liability for failure to provide service.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 2
Original Sheet 17

S2. GENERAL RULES AND REGULATIONS

S2.6 OBLIGATION OF SUBSCRIBERS

1. Subscribers of the Telephone Company shall be responsible for the prompt payment of all services rendered by the Telephone Company. Failure to receive a bill for any given period of time will not relieve the subscriber of his financial obligation. Payments may only be made directly to the Telephone Company business office, in person, by mail, in accordance with the Company's tariff and/or Services Catalog.
2. The subscriber may not replace, rearrange, connect to, or attempt to repair any Company-owned equipment installed or placed on his premises, or apparatus connected to such equipment, without written consent of the Telephone Company. In the event a subscriber tampers with any service or Company-owned facilities, the Telephone Company shall have the right to immediately discontinue service without notice. Damages arising or associated with such actions shall be the liability of the subscriber.
3. The subscriber is responsible for damages to the facilities of the Telephone Company caused by negligent or willful acts of the subscriber or his authorized agents and users, including the reimbursement to the Telephone Company for any losses through theft, fire, or vandalism occurring as a result of such neglect.
4. The subscriber is responsible to maintain clean, safe, and hazard free working conditions, environment and equipment for the employees, equipment, and agents of the Telephone Company. In no case is the Telephone Company required to work in an unsafe and hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.
5. The subscriber is responsible for all installation, operation, maintenance, and compliance to all laws, rules and regulations for equipment and facilities provided by the subscriber for interconnection with the Telephone Company's facilities in accordance with the rules governing customer owned and maintained equipment. Any damage or harm caused by subscriber actions or failure to act on the subscriber side of the point of interconnection shall in no way be a liability of the Telephone Company.

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 3
First Revised Contents Sheet 1
Cancels Original Contents Sheet 1**

S3. RESERVED FOR FUTURE USE

(T)

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Sheet No.

S3 Reserved for Future Use 1

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 3
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Cancels Second Revised Sheet 1**

S3. RESERVED FOR FUTURE USE

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S3.1 RESERVED FOR FUTURE USE

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S3. RESERVED FOR FUTURE USE

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

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S4. RESERVED FOR FUTURE USE

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 5
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S5. EMERGENCY SERVICE

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Sheet No.

S5 Universal Emergency Number Service (E-911) 1

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 5
First Revised Sheet 1
Cancels Original Sheet 1

S5. EMERGENCY SERVICE

S5.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-911

(N)

A. General

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, or Universal Emergency Number Service is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911.
2. Enhanced 911 Service is offered subject to availability of jointly owned facilities provided by Frontier Communications of the South, LLC and outside carriers. Jointly owned facilities are necessary because the company serving boundaries and political subdivision boundaries may not coincide and because Frontier Communications of the South, LLC does not provide the equipment necessary to translate and receive Automatic Location Identification.
3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

B. Definitions

Automatic Number Identification (ANI) is a feature which automatically forwards the telephone number of the calling E911 party to facilities of SCB for processing in accordance with its E911 tariff.

Class Screening (CS) is a feature which provides the capability to selectively forward a E911 calling party to jointly provided specific trunk groups(s).

Automatic Location Identification (ALI) is a feature by which the name (business accounts only) and the primary address associated with the calling party's telephone number (identified by ANI) is forwarded to the PSAP. This feature is not provided by the Company but is available through the tariff of SCB.

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FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 5
Original Sheet 2

S5. EMERGENCY SERVICE

S5.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-911Definitions (Cont'd)

(N)

B. Definitions (Cont'd)

Automatic Location Identification Data Base Maintenance is a feature that provides an initial list of all subscribers by customer, telephone number, service address and periodically updates this information.

Public Safety Answering Point (PSAP) is the subscribing customer's predetermined location where the subscribing customer's employees answer E911 calls and dispatch to appropriate or combination of agencies responsible for providing emergency service in the E911 servicing area.

Enhanced 911 Service Area is the geographical area in which the subscribing customer will respond to all E911 calls and dispatch appropriate emergency assistance.

Universal Emergency Number Service is a telephone exchange service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and the equipment specified in this tariff section and other exchange carriers' tariffs, are associated with the service arrangements for the answering, transferring and dispatching of public emergency telephone calls.

C. Rules and Regulations

1. This service is limited to the use of central office telephone number 911 as the Universal Emergency Telephone Number. Only one 911 service will be provided within any government agency's locality.
2. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number.
3. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.

(N)

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**Section 5
Original Sheet 3**

S5. EMERGENCY SERVICE

S5.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-911Definitions (Cont'd)

(N)

C. Rules and Regulations (Cont'd)

4. E911 Service, provided under the tariff of other carriers, is provided solely for the benefit of the customer operating a PSAP. The provision of Class Screening, Automatic Number Identification and Location Identification Data Base Maintenance by Frontier Communications of the South, LLC shall not be interpreted, construed, or regarded, either expressly or implied by, as being for the benefit of or creating any Frontier Communications of the South, LLC obligation toward any third person or legal entity other than the subscribing customer.
5. Frontier Communications of the South, LLC does not undertake to answer and forward E911 calls, but furnishes the use of its facilities which, together with facilities of other carriers, enables the subscribing customer's personnel to respond to such calls on the customer's premises.
6. Temporary suspension of service is not provided for any part of the E911 Service.
7. The customer agrees to release, indemnify and hold harmless Frontier Communications of the South, LLC for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 Service featured and the equipment associated therewith, or by any services furnished by Frontier Communications of the South, LLC in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Frontier Communications of the South, LLC, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

(N)

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GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

Section 5
Original Sheet 4

S5. EMERGENCY SERVICE

S5.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-911Definitions (Cont'd)

(N)

C. Rules and Regulations (Cont'd)

- 8. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, Frontier Communications of the South, LLC must be provided written satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
- 9. Frontier Communication of the South, LLC.'s liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of Frontier Communication of the South, LLC. or otherwise shall not exceed the greater of \$50.00 or an amount equivalent to the pro rata charges for the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

D. Service Features

Enhanced 911 is available in Frontier Communications of the South, LLC's Local Network Area in the form of Automatic Number Identification and Class Screening (ANI/CS). Frontier Communications of the South, LLC will provide its exchange public the ability to access their Enhanced 911 Service Area by Class Screening. Frontier Communications of the South, LLC will also provide Automatic Location Identification Data Base Maintenance. ANI will be routed to South Central Bell (SCB) for forwarding to the subscribing customer's predetermined Public Safety Answering Point (PSAP).

E. Rates and Charges

- 1. The calling party is not charged for calls placed to the 911 number.

Rates and charges are priced in regards to main and equivalent main stations, rounded upwards to the next nearest 1,000. This count is based upon the maximum number of the stated main stations in service during the most current twelve month period at time service is established.

(N)

GENERAL SUBSCRIBER SERVICE TARIFF

FRONTIER COMMUNICATIONS OF THE SOUTH, LLC

**Section 5
Original Sheet 5**

S5. EMERGENCY SERVICE

S5.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE-911Definitions (Cont'd)

(N)

E. Rates and Charges (Cont'd)

1. (Cont'd)

This count will be adjusted annually to update customer billing with the applicable twelve month period being the twelve months ending with calendar year. The following rates and charges are applicable to Universal Emergency Number Service and Enhanced Universal Emergency Number Service.

| | <u>Nonrecurring Charge</u> | <u>Monthly Rate</u> | |
|--|--------------------------------|-------------------------|-------|
| Rate Per 1000 main stations served. | | | |
| Automatic Number Identification | ICB | ICB | ANID |
| Automatic location Identification | | | |
| Data Maintenance | ICB | ICB | ALID |
| Class Screening | ICB | | |
| E911 Trunks @ \$125.00 each (2 required per exchange) | 1 | \$250.00 | IT911 |

2. PSAP Terminal Equipment

Company or customer-provided equipment may be furnished to terminate 911 exchange lines at any PSAP.

- a. When the Company provides PSAP equipment, it will be provided at rates and charges as outlined under "Special Assemblies of Equipment".
- b. When customer-provided terminal equipment is employed at a PSAP, it will be furnished in accordance with the general provisions set forth in Section 13 of this tariff.

Tie lines, private lines, extension access lines and other such channels connecting a PSAP to various agencies such as police, fire or ambulance service, are provided at filed tariff rates for such channels and facilities as specified in this and other appropriate tariffs.

¹ Appropriate Service Connection Charges will apply.

(N)