

TITLE SHEET  
KANSAS TELECOMMUNICATIONS TARIFF  
OF  
SNET AMERICA, INC.  
D/B/A  
AT&T LONG DISTANCE EAST

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by SNET America, Inc. d/b/a AT&T Long Distance East, with offices at 310 Orange Street, New Haven, Connecticut 06510. This tariff applies for services furnished within the State of Kansas. This tariff is on file with the Kansas Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business or the Kansas Corporation Commission, 1500 SW Arrowhead Road, Topeka, KS 66604-4027 (1-800 662-002).

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION
1	Original	16	Original
2	2 <sup>nd</sup> Rev.*	17	Original
3	Original	18	Original
4	Original	19	Original
5	Original	20	Original
6	Original	21	Original
7	Original	21.1	Original
8	Original	22	Original
9	Original	23	Original
10	Original	24	Original
11	Original	25	1 <sup>st</sup> Rev*
12	Original	26	Original
13	Original	27	Original
14	Original	28	Original
15	Original		

\* indicates those pages included with this filing

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TABLE OF CONTENTS

Title Page.....	1
Check Sheet.....	2
Table of Contents .....	3
Concurring, Connecting or Other Participating Carriers.....	4
Symbols.....	5
Tariff Format .....	6
Section 1 – Technical Terms and Abbreviations.....	7
Section 2 – Rules and Regulations .....	9
Section 3 – Description of Services and Rates .....	22
Section 4 – Miscellaneous Services.....	26
Section 5 – Promotions.....	27
Section 6 – Contract Services.....	28

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

None.

CONNECTING CARRIERS

None.

OTHER PARTICIPATING CARRIERS

None.

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SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a change in regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (L) - To signify material relocated in the tariff.
- (N) - To signify a new rate or regulation.
- (R) - To signify a rate reduction.
- (T) - To signify a change in text, but no change in rate or regulation.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Kansas Corporation Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(I)
  - 2.1.1(A)(1)(a)(I)(i)
  - 2.1.1(A)(1)(a)(I)(i)(1)
- D. Check Sheets - When a tariff filing is made with the Kansas Corporation Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's location to the Carrier's designated point of presence or network switching center.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable AT&T Long Distance East to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

**AT&T LD East** - Used throughout this tariff to refer to SNET America, Inc. d/b/a AT&T Long Distance East, unless otherwise clearly indicated by the context.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Commission** - refers to the Kansas Corporation Commission.

**Company or Carrier** - SNET America, Inc. d/b/a AT&T Long Distance East. ("AT&T LD East"), unless otherwise indicated by the context.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid calling card or credit card.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**End User** - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

**LEC** - Local Exchange Company.

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Resp. Org** – Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access** - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Underlying Carrier** -The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

AT&T LD East services and facilities are furnished for communications originating at specified points within the State of Kansas under terms of this tariff.

AT&T LD East installs, operates, and maintains the communications services provided here under in accordance with the terms and conditions set forth under this tariff. AT&T LD East may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the AT&T LD East network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

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

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2 AT&T LD East reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of 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 connections.
- 2.3.4 All facilities provided under this tariff are directly or indirectly controlled by AT&T LD East and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.6 AT&T LD East reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company, with proper notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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 Liabilities of the Company

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 in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.14, whichever is greater, for the period during which the faults in transmission occur.

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 foresee ability 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 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liabilities of the Company, (Cont'd.)

- 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.
- 2.5.7 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 service mark 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.
- 2.5.8 The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clauses(s).

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service

2.6.1 Responsibility for Charges

Charges for installations, service connections, moves, and rearrangements, 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:

- (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; and
- (C) any calls placed by or through the Customer's equipment via any remote access feature(s).

2.6.2 Payment for Service

- (A) 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Payment for Service, (cont'd.)

- (B) Disputes with respect to charges must be presented to the Company within one hundred (120) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.
- (C) If the Customer is dissatisfied with the resolution of a dispute, the Customer may contact the Kansas Corporation Commission at the following address and telephone number:  
1500 S.W. Arrowhead Road, Topeka, Kansas 66604-4027; 913-271-3100.

2.6.3 Late Payment Fees

The Company reserves the right to assess a one-time late payment fee of one and one-half percent (1.5%) on any amount previously unassessed which remains unpaid at the time the next bill is prepared. An amount is considered past due if payment is not received or not postmarked on or before the date stated on the bill which date shall be the 25<sup>th</sup> day after the date of the mailing of the bill to the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

2.6.4 Insufficient Funds Charge

An insufficient funds charge of \$20.00 will be assessed for checks returned for insufficient funds, or for credit card payments that are not accepted, or for any Customer checking account debit transactions that are not cleared by the bank. Any applicable insufficient funds charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company and/or bank) and pursuant to Commission regulations.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, AT&T LD East may refuse to provide service, or otherwise restrict or interrupt service to a Customer.

2.8 Deposits and Advanced Payments

2.8.1 Deposits

The Company does not require deposits.

2.8.2 Advance Payments

The Company does not require advance payments for service.

2.9 Taxes and Fees

2.9.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Terminal Equipment

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 AT&T LD East service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.11 Interconnection

2.11.1 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.

2.11.2 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.

2.11.3 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Inspection, Testing and Adjustment

2.12.1 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.

2.12.2 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 (24) hours in length and is requested by the Customer.

2.13 Credit Allowances for Interruption of Service

2.13.1 Credit allowances for interruptions of service of more than two (2) hours which are not due to the Company's testing or adjusting, 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. No credit is issued for outages less than two hours in duration.

2.13.2 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 the 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 the Customer and connected to the Company's terminal.

2.13.3 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 a long distance service via LEC access.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Credit Allowances for Interruption of Service, (Cont'd.)

2.13.4 Cellular (wireless) transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond AT&T LD East's ability to control. Therefore, under no circumstances will AT&T LD East provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.13.5 For usage sensitive long distance services, credits will be limited to, at maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

2.14 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal 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 notice is received, whichever is later.

2.14.1 Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Cancellation by the Customer, (Cont'd.)

2.14.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge, unless otherwise specified in this tariff, will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.15 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, 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.

AT&T LD East may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given seven (7) days notice to comply with any rule or remedy any deficiency:

- 2.15.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.15.2 For noncompliance with or violation of Commission regulation or AT&T LD East rules and regulations on file with the Commission.
- 2.15.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.15.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Refusal or Discontinuance by the Company, (Cont'd.)

- 2.15.5 Without notice in the event of tampering with the equipment or services owned by AT&T LD East or its agents.
- 2.15.6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.15.7 For neglect or refusal to provide reasonable access to AT&T LD East or its agents for the purpose of inspection and maintenance of equipment owned by AT&T LD East or its agents.
- 2.15.8 For nonpayment of bills, provided that suspension or termination of service shall not be made without seven (7) days written notice to the Customer.
- 2.15.9 Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, AT&T LD East may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.15.10 For Customer's breach of contract for service between the Company and the Customer.

2.16 Responsibilities of End User

The Customer is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Public Pay Telephone Surcharge

In order to recover the company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: \$0.00<sup>1</sup>

<sup>1</sup>The Company is presently not charging a Pay Phone surcharge but may do so in the near future.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Ordering Under the American Recovery and Reinvestment Act (ARRA)

(N)

The Services and Service Components provided under this tariff shall not be used to support the performance of any portion or program which has been funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Action of 2009 ("ARRA"), without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

(N)

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

SNET America, Inc. d/b/a AT&T Long Distance East provides long distance service to Customers for communications originating and terminating within the State of Kansas. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 3 of this tariff are subject to the following time-of-day and day-of-week rate periods:

3.2.1 Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.

3.2.2 Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.

3.2.3 Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in Telcordia's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.4 Holidays

For Company observed holidays, the Evening rate applies to the holidays listed below unless a lower rate period is in effect:

New Year's Day\*\*  
Independence Day\*\*  
Labor Day\*  
Thanksgiving Day\*  
Christmas Day\*\*

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday.  
If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.5 Calling Card

Pending state and regulatory approval where applicable, on or after May 15, 2014, calling card service will be discontinued in the state of Kansas. For customers under a term agreement for intrastate services, the calling card feature will be discontinued from their service arrangement, including any optional calling plan service.

(N)  
|  
|  
(N)

The Customer shall access the network by dialing the Company's universal access 800 number to complete direct dialed operator assisted calls. Per minute usage charges and fixed service charges per call apply. Calls are billed in one minute increments. The minimum call duration is one minute.

(C)

3.5.1 Rates and Charges

(A) Usage Rates Per Minute

	<b>Initial Minute</b>	<b>Each Additional Minute</b>
Day	\$0.3500	\$0.3500
Evening	\$0.3500	\$0.3500
Night/Weekend	\$0.3500	\$0.3500

(B) Service Charge, Per Call

<b>Call Type</b>	<b>Fully Automated</b>	<b>Operator Dialed</b>	<b>Operator Assisted</b>
Calling Card Surcharge	\$1.25	\$2.95	\$1.95
<b>Operator Station:</b>			
Collect	\$2.45	\$3.45	\$2.45
Third Party	\$2.45	\$3.45	\$2.45
Person to Person	N/A	\$4.90	\$4.90

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Directory Assistance

Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call      \$1.25

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six (6) months after the initial offering to the first contract Customer for any given set of terms.