

AT&T ARKANSAS^{/1/}

REGULATIONS, DESCRIPTIONS AND SCHEDULE OF INTRASTATE
CHARGES GOVERNING THE PROVISION OF DATA SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF ARKANSAS

This guidebook applies to Data Services furnished by AT&T Arkansas between one or more points in the State of Arkansas. This guidebook may be inspected during normal business hours at the Company's principal place of business.

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EXPLANATION OF SYMBOLS^{/1/}

(AT)	Indicates addition to text
(C)	Indicates a correction
(CP)	Indicates change in practice
(CR)	Indicates change in rate
(CT)	Indicates change in text
(DR)	Indicates discontinued rate
(MT)	Indicates move of text
(NR)	Indicates a new rate
(RT)	Indicates removal of text

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APPLICATION OF GUIDEBOOK^{/1/}

This guidebook contains the descriptions, regulations, rates and charges applicable to the provision of Data Services provided by AT&T Arkansas, hereinafter referred to as the Company. Service is available where facilities permit.

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GENERAL REGULATIONS^{/1/}

2. General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

- (A) The Company undertakes to provide, and is only responsible for, services offered in this guidebook on the terms and conditions and at the rates and charges specified within.
- (B) The Company will be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Company does not undertake to transmit messages or to offer any telecommunication services under this guidebook.
- (D) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- (E) Services are provided 24 hours daily, seven days per week, except as set forth in other paragraphs of this guidebook.
- (F) The provision of such services by the Company as set forth in this guidebook does not constitute a joint undertaking with the customer for the furnishing of any service.

2.1.2 Limitations

- (A) The use and restoration of service shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations.
- (B) Service is offered subject to the availability and operational limitations of equipment and associated facilities. The Company reserves the right, without incurring liability, to refuse to provide or to limit service to or from any location where the necessary facilities and equipment are not available.
- (C) A variety of equipment and facilities may be used to provide service offered under this guidebook and the Company reserves the right to determine which shall be used and to modify and change such equipment at its option.

2.1.3 Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this guidebook as a credit allowance for a service interruption.

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GENERAL REGULATIONS (Cont'd)^{/1/}

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability (Cont'd)

- (B) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- (D) When a customer is provided service under this guidebook, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this guidebook, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement or copyright arising from the customer's own communications;
 - 2. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
 - 3. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this guidebook.
- (E) The Company does not guarantee to make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of the service so provided.
- (F) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this guidebook. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this guidebook and will indemnify such customer for any damages awarded based solely on such claims.
- (G) The Company's failure to provide or maintain services under this guidebook shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
- (H) The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of channel facilities or the attachment of apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

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GENERAL REGULATIONS (Cont'd)^{/1/}

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Service

- (A) Service will be provided at the rates and charges contained in this guidebook, provided the necessary facilities are available. Where facilities are not available and additional expenditures are involved in providing service, Special Construction Charges may apply as defined in Section 14 of Southwestern Bell Telephone (SWBT) Company's intrastate Access Service Tariff.
- (B) The charges specified in this guidebook do not contemplate work being performed by Company employees involved at a time when overtime wages apply, due to the request of the customer, nor do they contemplate work once begun being interrupted by the customer.

If the customer requests labor be performed at hours of the day or days of the week other than normal work hours or days or on holidays, or interrupts work once begun, an additional charge based on the additional costs involved applies. Such charges do not apply if sufficient advance notice is given so that employees' work schedules can be changed and it is agreeable to the Company. The additional charge does not apply to overtime or premium time worked at the Company's convenience.

- (C) The apparatus and associated wiring on customer's premises, furnished by the Company, shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the channel facilities, apparatus and associated wiring and upon termination of the service, for the purpose of removing such channel facilities, apparatus and associated wiring.

2.2 Obligations of the Customer

The customer shall be responsible for:

- (A) Damages to facilities of the Company caused by the negligence or willful act of the customer or users.
- (B) Reimbursing the Company for any loss through theft of its equipment or apparatus on the customer's or user's premises.
- (C) Provision of the power required to operate the Company's facilities installed on the premises of the customer or users.
- (D) Provision, installation and maintenance of sealed conduit with explosive proof fittings between equipment furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with regular facilities of the Company, and may be required to install and maintain the Company equipment within the hazardous area if, in the opinion of the Company, injury or damage to the Company employees or property might result from installation or maintenance by the Company.

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GENERAL REGULATIONS (Cont'd)^{/1/}

2. General Regulations (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- (E) Obtaining permission for the Company agents or employees to enter the premises of the customer or user at any reasonable hour for the purpose of installing, inspecting, repairing or upon termination of the service, removing the facilities of the Company.

2.3 Assignment and Transfer of Facilities

The customer may not assign or transfer the use of services provided under this guidebook except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

- Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. All regulations and conditions contained in this guidebook shall apply to such assignee or transferee.
- The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.4 Unlawful Use

The service furnished under this guidebook shall not be used for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking.

2.5 Payment of Charges and Deposits

The customer is responsible for payment of all rates and charges as specified in this guidebook. The Company may, in order to safeguard its interests, require an applicant or customer for service to make a deposit to be held by the Company as a guarantee of the payment of charges. Such deposit will be equivalent to up to two months charges for the service. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the prompt payment of bills on presentation. Simple interest set annually by the Arkansas Public Service Commission will be paid on deposits.

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FRAME RELAY SERVICE^{/1/}

Effective January 1, 2003, Frame Relay Service offered in this Guidebook ("Obsolete Service") is no longer available to Customers who on that date are not subscribers of the Obsolete Service. Customers who on January 1, 2003 are subscribers of the Obsolete Service provided under a Term Pricing Plan (TPP) or on a month-to-month basis retain all existing rights with respect to those services under the terms of this section (e.g., customers may add or rearrange Logical Links).

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.1 General

- 3.1.1 Frame Relay Service (FRS) is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Based on American National Standards Institute (ANSI) and Consultative Committee for International Telephony and Telegraph (CCITT) standards for FRS, each frame is passed to the FRS network with an address that specifies the virtual connections.
- 3.1.2 Variable frame length capability is useful in communications between asynchronous Local Area Networks (LAN) and for transport of synchronous data traffic. FRS is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.
- 3.1.3 FRS is available to customers in Local Access and Transport Areas (LATAs) served by Southwestern Bell Telephone Company.
- 3.1.4 The major components of the FRS are: (1) the Network Interface, which is the point of interconnection between the Company communications facilities and the customer's terminal equipment; (2) the Access Link, which is the facility that provides access to the FRS Network via a connection from the customer's network interface; (3) the Port, which is the physical entry point for the Access Link into the FRS Network; (4) the Logical Link, which is the permanent virtual circuit that establishes the connection from one Port, and its associated Access Link to another; (5) the Inter-Network Additive, which provides interconnection between the Company's FRS locations to a frame relay location served by another telephone company within the same LATA.
- 3.1.5 The Access Link, Port, Logical Link and Inter-Network Additive are available in eight bandwidth speeds: 56 Kbps, 64 kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps and 1.536 Mbps.
- 3.1.6 The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer originated data.

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.2 Definitions

Access Link

The facilities from the customer's network interface to the FRS network.

Building

A structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway. In no case can conduit be considered as an enclosed passageway or buildings connected by a covered public mall be the "same building".

Business Day

The times of day that the Company is open for business. Generally, these are 8:00 am to 5:00 pm, Monday through Friday. However, Business Day hours for the Company may vary, based on company policy, union contract and locations.

Customer(s)

Any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this guidebook.

Demarcation Point

The point (referred to as Demarc Point or Network Interface) of interconnection between the Company's facilities and the wiring at the customer's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations.

Inter-Network Additive

The Logical Link connection between the Company's controlling FRS Port location and another telephone company frame relay location which is outside the controlling FRS Port territory but within the same LATA.

Local Area Network (LAN)

A short distance network, typically within a building or campus, used to link together computers and peripheral devices under some form of standard control.

Logical Link

The permanent virtual circuit between two customer Access Links which establishes a two-way connection which allows user data to flow. Includes the FRS switches and the trunking between switches.

Network to Network Interface (NNI)

A frame relay local management protocol that describes how two FRS networks interconnect and exchange status information. This protocol is available only with the 1.536 Mbps Access Link rate element.

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.2 Definitions (Cont'd)

Port

The physical entry point for the Access Link into the FRS network.

Premises

A building, or portion of a building in a multitenant building, or building on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

User to Network Interface (UNI)

The standard FRS local management protocol that describes how customer premises equipment (CPE) interconnect and exchange status information with the FRS network.

Virtual Connection (or Virtual Circuit)

A communications link that appears to be a dedicated point-to-point circuit but is actually established only on demand, thereby allowing shared use of part or all of the facility.

3.3 Regulations

The following rules and regulations are in addition to other rules and regulations as stated in this or other Company guidebooks.

- A. No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by the customer or user. Furthermore, interruptions of service during any period in which the Company is not afforded access to the premises at which this service is terminated will not receive a credit allowance.
- B. The minimum billing period for this service is one month. If service is discontinued, after the first month, during a fractional part of a month all appropriate charges will be based on the actual number of days the service is furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have 30 days.
- C. FRS requires the use of customer provided equipment which must be compatible with the Company's equipment and facilities and must conform to industry standards for Frame Relay and specifications provided in Technical Publication TP 76642.
- D. Service furnished to one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is no lapse in service and the service is assumed exactly as provided to the previous customer. The new customer must assume all the obligations of the previous customer.
- E. FRS must be accessed via a FRS Access Link or Access Advantage Plus Pathway Service as specified in Part 6, Section 7 of the AT&T Arkansas Guidebook. When an Access Advantage Plus is utilized to access the FRS network, the regulations, rates and charges as specified in Part 6, Section 7 of the AT&T Arkansas Guidebook will apply in addition to the rates and charges associated with FRS.
- F. When Access Advantage Plus, as provided for in Part 6, Section 7 of the AT&T Arkansas Guidebook, is utilized in lieu of the FRS Access Link, the FRS Access Link nonrecurring charge and monthly rate will not apply. However, all other rates and charges normally associated with the ordering, installing and provisioning of the FRS as specified in this paragraph will apply.

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.4 Service Availability

- 3.4.1 Special Construction will be provided under the regulations, rates and charges as set forth in Section 14 of SWBT Company's intrastate Access Service Tariff.
- 3.4.2 FRS is guaranteed under the terms of this subsection to provide an average performance of at least 99.0 percent error free seconds up to the demarcation point (network interface) of the channel for operation at all transmission speeds offered by this guidebook. When FRS is operating at an error performance level that is unsatisfactory to the customer, and the Company determines that the error performance level is below that specified above, the period of substandard performance will be considered as an interruption. Any credit allowance shall be based on the time of notice by the customer or user to the Company that an unsatisfactory performance level has occurred, provided that the customer promptly releases the service as requested by the Company to perform testing and maintenance.

3.5 Limitations

- 3.5.1 Logical Links must be associated with at least one FRS Port. A customer must subscribe to at least one FRS Port to subscribe to a Logical Link.
- 3.5.2 A FRS Port can be associated with any number of Logical Links. Since all Logical Links need not be in use at the same time, it is possible for the total bandwidth of all Logical Links associated with one FRS Port to exceed the bandwidth of that FRS Port. Such a relationship is referred to as oversubscription and when this occurs, there can be no guarantee that the bandwidth defined for that Logical Link will be available at any point in time.
- 3.5.3 The Logical Link must be ordered at the bit rate equal to the lowest bit rate of the two associated FRS end user ports.
- 3.5.4 A customer subscribing to a Access Link or Access Advantage Plus (Part 6, Section 7 of the AT&T Arkansas Guidebook) and a Port will be referred to as the Controller of the Access Link or Access Advantage Plus and Port. A customer subscribing to a Logical Link need not be the Controller of both Access Links or Access Advantage Plus and Ports but must have the permission of the other Controller in order to establish a Logical Link connecting the two Access Links or Access Advantage Plus and Ports.
- 3.5.5 FRS Ports and Logical Links are ordered and billed independently and can have different customers as Controllers. A request by one customer to disconnect one component does not result in the disconnection of associated components. Only the Controller of a Access Link or Access Advantage Plus (Part 6, Section 7 of the AT&T Arkansas Guidebook) and a Port may authorize disconnection of that Access Link or Access Advantage Plus and Port.

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.5 Limitations (Cont'd)

- 3.5.6 Logical Links will be provisioned with customer selected Committed Information Rates (CIR). The CIR is the bit rate at which the network commits to transfer data under normal conditions. The customer will indicate a CIR preference at the time the Logical Link is ordered. CIR options are available at 0, 4 and n*8 kbps. The CIR cannot exceed the bit rate of the Logical Link.

The following maximum number of Logical Links may be provided at the designated FRS Port speeds:

<u>FRS Port Speed</u>	<u>Maximum Number of Logical Links</u>
56 Kbps	20
64 Kbps	20
128 Kbps	40
256 Kbps	80
384 Kbps	120
512 Kbps	160
768 Kbps	240
1.536 Mbps	250

- 3.5.7 When multiple Logical Links are associated with one FRS Port, the sum of the CIRs on those Logical Links cannot exceed three times the bit rate of the FRS Port. This condition is referred to as oversubscription and when oversubscription occurs, there can be no guarantee that the bandwidth defined for any of those Logical Links will be available.
- 3.5.8 The Access Link must be associated with a Port for Frame Relay Service; however, Access Advantage Plus, as found in Part 6, Section 7 of the AT&T Arkansas Guidebook, or another similar service may be used in lieu of the Access Link.

3.6 Responsibility of the Customer

- 3.6.1 Where FRS is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of Company employees or the public; damage, harm, require change in or alternation of the equipment or other services of the Company; interfere with the proper operation of the Company's equipment; or otherwise injure the public in its use of Company services. Upon notice from the Company that the equipment provided by customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.6 Responsibility of the Customer (Cont'd)

- 3.6.2 The customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the FRS it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
- 3.6.3 It shall be the responsibility of the customer to ensure the continuing compatibility of the customer provided equipment that is used in conjunction with FRS.
- 3.6.4 Registration Program - Effective June 30, 1987, the Federal Communications Commission's Part 68 Rules and Regulations were amended to require registration of customer provided equipment that directly connected to subrate and 1.544 Mbps digital services after that date. The equipment or system must also comply with the requirements of Technical Reference Publication 62411.
- 3.6.5 The customer shall be responsible for obtaining permission for Company agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the service components of SWBT.
- 3.6.6 The customer shall be responsible for the payment of a Maintenance of Service Charge as specified in Part 3, Section 1 of the AT&T Arkansas Guidebook for visits by a Company employee to the customer's premises when a service difficulty results from the use of a customer provided terminal equipment or communications system.

3.7 Responsibility of the Company

- 3.7.1 The responsibility of the Company shall be limited to furnishing network equipment suitable for FRS and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.
- 3.7.2 The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting FRS to the technological requirements of any specific customer equipment.
- 3.7.3 When a customer orders a Logical Link which is relayed to other FRS networks, the Company will provide advisory assistance as a part of the establishment of this Logical Link.
- 3.7.4 The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of FRS render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.7 Responsibility of the Company (Cont'd)

3.7.5 The Company undertakes the responsibility to maintain and repair the service which it furnishes. Network equipment installed by the Company on the customer's premises shall be and remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without prior written consent by the Company.

3.7.6 The Company has the service responsibility up to and including the demarcation point. The demarcation point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The demarcation point will be within twelve inches of the protector, or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the demarcation point will be the most practicable minimum point of entry.

3.8 Application of Charges

3.8.1 Rates and charges for the Access Link will include a recurring monthly charge and a nonrecurring service charge and are based on the available transmission speeds (bit rates). The Access Link is available in the following speeds: 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps and 1.536 Mbps.

3.8.2 The rates and charges for the Port will include a recurring monthly charge and a nonrecurring service charge and are also based on transmission speeds and will be available in a variety of bit rates.

3.8.3 The rates and charges for the Logical Link will include recurring monthly charge and a nonrecurring service charge and are also based on transmission speeds and will be available in a variety of bit rates.

3.8.4 The rates and charges for the Inter-Network Additive will include a recurring monthly charge and are per Logical Link.

3.8.5 A Nonrecurring Service Charge will be assessed for each customer requested change in the transmission speed of the Access Link, Port or Logical Link; or for a new Access Link, Port or Logical Link at the new speed; or for a change in the Committed Information Rate (CIR) of a Logical Link.

3.8.6 The application of Nonrecurring Service Charges as found in Paragraph 3.9 of this guidebook are as follows:

First Facility	Applies to the first facility per customer request, per due date, per customer premises, per LATA.
Additional Facility	Applies to the additional facility(ies) on the same customer request as the initial facility, same due date, same customer premises and same LATA.

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FRAME RELAY SERVICE (Cont'd)^{/1/}

3.9 Rates and Charges

3.9.1 Access Links

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Service Charges</u>	
			<u>First Facility</u>	<u>Additional Facility</u>
56 Kbps	L7A5X	\$79.00	\$545.00	\$310.00
64 Kbps	L7A0X	79.00	545.00	310.00
128 Kbps	L7APX	159.50	915.00	510.00
256 Kbps	L7AQX	159.50	915.00	510.00
384 Kbps	L7A6X	181.50	915.00	510.00
512 Kbps	L7ARX	181.50	915.00	510.00
768 Kbps	L7ASX	181.50	915.00	510.00
1.536 Mbps	L7A7X	181.50	915.00	510.00

3.9.2 Port

Per UNI Port^{/2/}

56 Kbps	P7E5X	95.00	30.00	30.00
64 Kbps	P7E0X	95.00	30.00	30.00
128 Kbps	P7EPX	127.50	30.00	30.00
256 Kbps	P7EQX	150.39	30.00	30.00
384 Kbps	P7E6X	160.81	30.00	30.00
512 Kbps	P7ERX	209.00	30.00	30.00
768 Kbps	P7ESX	286.00	30.00	30.00
1.536 Mbps	P7E7X	451.00	30.00	30.00

Per NNI Port^{/2/}

128 Kbps	NNPPX	127.50	30.00	30.00
256 Kbps	NNPWX	150.39	30.00	30.00
384 Kbps	NNP6X	160.81	30.00	30.00
512 Kbps	NNPRX	209.00	30.00	30.00
768 Kbps	NNPSX	286.00	30.00	30.00
1.536 Mbps	NNP7X	451.00	30.00	30.00

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ The Port is the same regardless of whether the NNI or UNI protocols are selected. The protocols differ only in the way the customer's equipment interconnects to the network.

FRAME RELAY SERVICE (Cont'd)^{/1/}

3.9 Rates and Charges (Cont'd)

3.9.3 Logical Links

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Service Charges</u>	
			<u>First Facility</u>	<u>Additional Facility</u>
56 Kbps	L8G5X	\$9.00	\$25.00	\$25.00
64 Kbps	L8GOX	9.00	25.00	25.00
128 Kbps	L8GPX	13.20	25.00	25.00
256 Kbps	L8GQX	16.50	25.00	25.00
384 Kbps	L8G6X	22.00	25.00	25.00
512 Kbps	L8GRX	30.80	25.00	25.00
768 Kbps	L8GSX	44.00	25.00	25.00
1.536 Mbps	L8G7X	55.00	25.00	25.00

3.9.4 Inter-Network Additive

Per Logical Link^{/2/}

56 Kbps	FNKCX	12.00
64 Kbps	FNKGX	12.00
128 Kbps	FNKBX	12.00
256 Kbps	FNKDX	12.00
384 Kbps	FNKEX	12.00
512 Kbps	FNKFX	12.00
768 Kbps	FNKHX	12.00
1.536 Mbps	FNKJX	12.00

3.9.5 Site Links^{/3/}

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Service Charges</u>	
			<u>First Facility</u>	<u>Additional Facility</u>
56 Kbps (UNI)	LOK5X	\$164.25	\$300.00	\$230.00
384 Kbps (UNI)	LOK6X	292.50	475.00	330.00

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ The Inter-Network Additive is applied to each Logical Link that connects between the Company's controlling port location and another telephone company frame relay location which is outside the controlling port territory but within the same LATA.

/3/ Obsolete – the Company's provisioning of FRS Site Links is limited to existing installations of at existing locations for existing customers (i.e., only those arrangements in service) as of May 14, 1999.

FRAME RELAY SERVICE (Cont'd)^{/1/}

3.10 Term Pricing Plan

3.10.1 General

- A. Frame Relay Service Term Pricing Plan (FRS-TPP) provides the customer with rate stabilization and discounted rates. The FRS- TPP provides for either a three year, five year or seven year service period (Initial Service Period) for rate stabilization.
- B. FRS-TPP monthly rates will be exempt from Company initiated rate increases throughout the selected service period. Should the Company increase its rates during the FRS-TPP period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under FRS-TPP.
- C. Decreases in FRS-TPP monthly recurring rates will be passed on to customers who participate in a FRS-TPP.

3.10.2 Services Available

A customer may elect to participate in FRS-TPP for the following rate elements:

- Access Link
- Port
- Logical Link
- Inter-Network Additive

3.10.3 Terms and Conditions

- A. The customer must specify the length of the Initial Service Period at the time the service is ordered.
- B. Inter-Network Additives must have the same FRS-TPP service period as its associated Logical Link.
- C. FRS rate elements may be ordered under monthly or any FRS-TPP service period rates. For example, the customer may select the Access Link and the Port at the three year service rate plan and the Logical Links under the monthly rate.

3.10.4 Changes to Pricing Plans

- A. At any time, the customer may request existing Frame Relay Service provided on a monthly rate basis to be converted to a FRS-TPP.
- B. Prior to the expiration of the Initial Service Period or Extended Service Period, as described in 3.10.5 (Renewal), the customer may convert existing FRS-TPP services to a new FRS-TPP Initial Service Period without incurring termination charges provided the new Initial Service Period is equal to or greater than the original Initial Service Period.
For Example: A customer with an existing 56 Kbps three year FRS-TPP could convert to a new 56 Kbps three year, five year, or seven year FRS-TPP at any time without incurring termination charges.
For Example: A customer with an existing 56 Kbps seven year FRS-TPP requests to convert to a 56 Kbps three year or five year FRS-TPP. This request would be treated as a discontinuance of the existing seven year FRS-TPP and termination charges would apply.
- C. If a customer requests existing FRS-TPP service to be converted to a monthly rate basis at any time prior to the expiration of the Initial Service Period or Extended Service Period, the request will be treated as a discontinuance of service and termination charges will apply.

^{/1/} Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

FRAME RELAY SERVICE (Cont'd)^{/1/}

3.10 Term Pricing Plan (Cont'd)

3.10.5 Renewal

- A. The customer may elect to renew the FRS-TPP Initial Service Period for one additional 12 month service period (Extended Service Period) at the rates under the original FRS-TPP Initial Service Period.
- B. The customer must provide the Company with a written notice of intent to renew an existing FRS-TPP Initial Period no later than 90 days prior to the expiration of the Initial Service Period.
- C. If the customer elects not to renew the FRS-TPP or does not notify the Company of its intent to renew, the customer's service will automatically be billed under the monthly rates in effect at the time the FRS-TPP Initial Service Period expires.
- D. At the end of an Extended Service Period, the customer's service will automatically be billed under the monthly rates in effect at the time the Extended Service Period expires unless the customer negotiates a new FRS-TPP Initial Service Period or terminates service.

3.10.6 Upgrade in Service

- A. A customer may upgrade FRS-TPP service to a higher FRS transmission speed (e.g. 56 Kbps FRS to 384 Kbps or 1.536 Mbps FRS; or 384 Kbps FRS to 1.536 Mbps FRS); or other Company or SWBT services of equal or greater transmission speed (e.g. 56 Kbps FRS to 56 Kbps MegaLink Service or 384 Kbps/1.536 Mbps FRS to 1.544 Mbps MegaLink Service) without incurring termination charges provided all of the following conditions are met:
 - the new service is provided solely by the Company,
 - the new service is provided to the same customer location as the discontinued service. For Logical Links, the service must be provided between the same two locations,
 - the customer's request for disconnection of the existing service and the request for new service are received at the same time, and
 - for FRS or another Company service at a greater transmission speed, the new service must establish a new FRS-TPP Initial Service Period effective on the service date.
- B. In the event an order to upgrade services does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.
- C. The monthly rates for the new services will be those in effect at the time the service is changed. All nonrecurring charges associated with service installation will apply to the new service.

^{/1/} Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

FRAME RELAY SERVICE (Cont'd)^{/1/}

3.10 Term Pricing Plan (Cont'd)

3.10.7 Moves to New Location

- A. A customer with an existing FRS-TPP service may move the existing service to a new location, or move and upgrade to a greater transmission speed FRS, or move and change the FRS to another Company service of equal or greater transmission speed without incurring termination charges provided all of the following conditions are met:
- the new service is provided solely by the Company,
 - the new location is within the same LATA,
 - the customer's request for disconnection of the existing service and the request for new service are received at the same time,
 - the due date of the new connect order must be within 120 days of the due date of the disconnect order,
 - the new service has a transmission speed equal to or greater than the transmission speed of the service being disconnected,
 - for Logical Links, the move must be associated with the move of one or more associated Access Links.
 - for FRS at the same transmission speed, the new service maintains the existing Initial Service Period at the new location or establishes a new Initial Service Period equal to or greater than the original Initial Service Period at the old location,
 - for FRS at a greater transmission speed, the new service establishes a new FRS Term Pricing Plan Initial Service Period effective on the service date and
 - for other Company services of equal or greater transmission speed, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.
- B. In the event an order to move service provided under FRS-TPP does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.
- C. Except as noted above, the monthly rates for the new service will be those in effect at the time service is changed. All nonrecurring charges associated with the establishment of the new service will apply.

3.11 Term Pricing Plan - Rate Applications

3.11.1 Nonrecurring Charges

- A. The nonrecurring charges as described in 3.8.5 and 3.8.6 will apply for new services ordered under FRS-TPP.
- B. If the customer chooses to convert existing Frame Relay Service provided on a monthly rate basis to a FRS-TPP, no nonrecurring charges will apply.
- C. If the customer chooses to convert an existing service provided on a FRS-TPP to a monthly rate basis or another FRS-TPP, no nonrecurring charges will apply. However, FRS-TPP termination charges may apply.

^{/1/} Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

FRAME RELAY SERVICE (Cont'd)^{/1/}

3.11 Term Pricing Plan - Rate Applications (Cont'd)

3.11.2 Termination Charges

- A. Customers requesting to discontinue services provided under a FRS-TTP, prior to the expiration of the Initial Service Period or Extended Service Period will incur termination charges. Payment of the termination charge does not release the customer from other previous amounts owed to the Company.
- B. The termination charge for the Initial Service Period shall be the lesser of:
 - (1) The difference between the Initial Service Period rates for the completed months of the initial service term at the time of termination and the rates for the next lower service term^{/2/} actually completed plus interest charges based on approved costs of money in effect at the time of termination; or
 - (2) The monthly payments remaining on the service term.

Example: If the customer completes 40 months of a 60 month (5 year) service term, the first calculation of a termination charge will equal the difference between 40 months of rates at the 5 year service term and 40 months of rates at the 3 year service term (which is the next lower service term actually completed) plus interest at the approved cost of money rate in effect at the time of termination. The second calculation will be the sum of the 20 remaining monthly payments of the 5 year service term. The termination charge is the lesser of the two calculations.

- C. The termination charge for the Extended Service Period shall be the lesser of:
 - (1) The difference between the extended service period rates and the month-to-month rates for the months actually completed plus interest charges based on approved cost of money in effect at the time of termination; or
 - (2) The monthly payments remaining on the service term.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ If the service is terminated within the first 36 months, the calculation is based on month-to-month rates.

FRAME RELAY SERVICE (Cont'd)^{/1/}

3.12 Term Pricing Plan – Rates and Charges

3.12.1 Access Links

	<u>USOC</u>	<u>Rate Per Month</u>		
		<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
56 Kbps	L7A5X	\$79.20	\$72.60	\$72.60
64 Kbps	L7A0X	79.20	72.60	72.60
128 Kbps	L7APX	159.50	151.53	151.53
256 Kbps	L7AQX	159.50	151.53	151.53
384 Kbps	L7A6X	165.00	156.75	156.75
512 Kbps	L7ARX	154.28	145.20	145.20
768 Kbps	L7ASX	154.28	145.20	145.20
1.536 Mbps	L7A7X	154.28	145.20	145.20

3.12.2 Port^{/2/}

Per UNI Port

56 Kbps	P7E5X	69.30	49.50	34.10
64 Kbps	P7E0X	69.30	49.50	34.10
128 Kbps	P7EPX	139.00	123.64	120.74
256 Kbps	P7EQX	136.91	132.76	129.65
384 Kbps	P7E6X	146.39	141.96	138.63
512 Kbps	P7ERX	178.20	167.20	156.20
768 Kbps	P7ESX	242.00	228.80	214.50
1.536 Mbps	P7E7X	382.80	360.80	337.70

Per NNI Port

128 Kbps	NNPPX	139.00	123.64	120.74
256 Kbps	NNPWX	136.91	132.76	129.65
384 Kbps	NNP6X	146.39	141.96	138.63
512 Kbps	NNPRX	178.20	167.20	156.20
768 Kbps	NNPSX	242.00	228.80	214.50
1.536 Mbps	NNP7X	382.80	360.80	337.70

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ The Port is the same regardless of whether the NNI or UNI protocols are selected. The protocols differ only in the way the customer's equipment interconnects to the network.

FRAME RELAY SERVICE (Cont'd)^{/1/}

3.12 Term Pricing Plan - Rates and Charges (Cont'd)

3.12.3 Logical Links

	<u>USOC</u>	<u>Rate Per Month</u>		
		<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
56 Kbps	L8G5X	\$6.60	\$4.40	\$3.30
64 Kbps	L8GOX	6.60	4.40	3.30
128 Kbps	L8GPX	11.00	8.80	7.70
256 Kbps	L8GQX	14.30	12.10	11.00
384 Kbps	L8G6X	17.60	15.40	13.20
512 Kbps	L8GRX	26.40	22.00	19.80
768 Kbps	L8GSX	35.20	30.80	27.50
1.536 Mbps	L8G7X	52.80	50.60	47.30

3.12.4 Inter-Network Additive

Per Logical Link^{/2/}

56 Kbps	FNKCX	10.00	8.00	7.00
64 Kbps	FNKGX	10.00	8.00	7.00
128 Kbps	FNKBX	10.00	8.00	7.00
256 Kbps	FNKDX	10.00	8.00	7.00
384 Kbps	FNKEX	10.00	8.00	7.00
512 Kbps	FNKFX	10.00	8.00	7.00
768 Kbps	FNKHX	10.00	8.00	7.00
1.536 Mbps	FNKJX	10.00	8.00	7.00

3.12.5 Site Links^{/3/}

	<u>USOC</u>	<u>Rate Per Month</u>	
		<u>3 Year</u>	<u>5 Year</u>
56 Kbps (UNI)	LOK5X	\$140.25	\$134.39
384 Kbps (UNI)	LOK6X	251.40	235.65

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ The Inter-Network Additive is applied to each Logical Link that connects between the Company's controlling port location and another telephone company frame relay location which is outside the controlling port territory but within the same LATA.

/3/ Obsolete – the Company's provisioning of FRS Site Links is limited to existing installations of at existing locations for existing customers (i.e., only those arrangements in service) as of May 14, 1999.

SPECIALIZED SERVICE OR ARRANGEMENTS^{/1/}

4.1 General Description

Specialized Service or Arrangements are those which are not offered under other paragraphs of this guidebook. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services and shall be compatible with other Company services, and its engineering and maintenance practices. The requested service or arrangement is provided within a LATA and is subject to the availability of the necessary Company personnel and capital resources.

4.2 Rate Regulations

Rates and Charges for Specialized Service or Arrangements are provided on an individual case basis (ICB). The customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Arkansas General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.