

GENERAL CONDITIONS

This section concurs with the Telephone Company's FCC Tariff #73, Section 2, relative to Special Access Services, except for the following.

2.1 DETERMINATION OF INTRASTATE CHARGES FOR MIXED INTERSTATE AND INTRASTATE ACCESS SERVICES

- A. When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and usage) including optional features charges, will be prorated between interstate and intrastate. The percentage of an Access Service to be charged as intrastate is derived in the following manner:
 - 1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated guidebook rate per element.
 - 2. For usage sensitive (i.e., access minutes, calls and queries) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated guidebook rate.
- B. This Guidebook contains concurrence in various sections of SWBT Tariff FCC No. 73, and includes:

Regulations, which appear in SWBT Tariff FCC No. 73. These regulations apply to intrastate Access Services as determined in 2.1.A, preceding. Terms and conditions which differ from SWBT Tariff FCC No. 73 appear in this Guidebook.

2.2 Reserved for Future Use

GENERAL CONDITIONS

2.3 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

A. General

Service is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Guidebook or the protective controls applied by Southwestern Bell Telephone Company (SWBT), specified in 6.7.11 of SWBT Tariff FCC No. 73 (Network Management), result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to SWBT and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate, or
2. The assumed minutes of use charge.

For calculating credit allowances, every month is considered to have 30 days.

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption if not due to negligence of the customer, shall be as follows:

1. Special Access Services equipped with a SecureNet[®] option

Services provisioned with a SecureNet Option shall be allowed a credit for a single service interruption greater than 2.0 seconds.

The credit for an interruption will be at the rate of 1/1440 of the monthly charge for the services equipped with the SecureNet Option for each period of 30 minutes or fraction thereof that the interruption continues after the initial 2.0 second outage.

To receive a credit for a service interruption after 2.0 seconds, the interruption must occur in that part of the service equipped with a SecureNet option (e.g., a loop failure on a Special Access Service equipped with Loop Redundancy would receive a credit after a 2.0 second outage, an interoffice facility failure on the same service would be credited after 30 minutes).

GENERAL CONDITIONS

2.3 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Continued)

B. When a Credit Allowance Applies (Continued)

2. Special Access Services and Network Management Services

The following provisions apply to services not equipped with a SecureNet[®] option.

Credit will be allowed for interruptions which are greater than 30 minutes. The credit will be at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage. The monthly charges used to determine the credit shall be as follows:

- (a) For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two-channel terminations, channel mileage and optional features and functions).
- (b) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).

GENERAL CONDITIONS

2.3 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Continued)

B. When a Credit Allowance Applies (Continued)

2. Special Access Services and Network Management Services (Continued)

- (c) For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative.

When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage and optional features and functions, including the multiplexer on the facility to the Hub and the channel terminations, channel mileages and optional features and functions on the individual services from the Hub).

When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to a customer premises (i.e., channel termination, channel mileage and optional features and functions).

GENERAL CONDITIONS

2.3 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Continued)

B. When a Credit Allowance Applies (Continued)

3. Program Audio

The customer will receive credit for interruptions of 30 seconds or more. The credit for an interruption will be applied to monthly rated services as follows:

- (a) For two-point services, the credit shall be at the rate of $1/8640$ of the monthly charges for the service for each period of five minutes, or fraction thereof, that the interruption continues.
- (b) For multipoint services, the credit shall be at the rate of $1/8640$ of the monthly charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of five minutes, or fraction thereof, that the interruption continues.
- (c) When two or more interruptions occur during a period of five consecutive minutes, such multiple interruptions shall be considered as one interruption.

GENERAL CONDITIONS

2.3 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Continued)

C. When a Credit Allowance Does Not Apply

1. Interruptions caused by the negligence of the customer.

2.4 KANSAS UNIVERSAL SERVICE ASSESSMENT

Effective March 1, 1997, the Company will assess a fee to support the Kansas Universal Service Fund in accordance with regulations of the Kansas Corporation Commission (KCC).

2.5 LIABILITY OF the Company

All limitation of liability contained elsewhere in this guidebook applies to all claims and causes of action brought by customers/patrons receiving service from providers who purchase the service from the Company, whether the service is a Company retail service, an unbundled network element or is being resold by an interexchange carrier (IXC).

2.6 DEFINITIONS

PATRON: A subscriber of a telecommunications service provider other than the Company.

OPERATING COMPANY NUMBER: Denotes a four-character alphanumeric identifier used to determine the company of the NPA-NXX code-holders.

GENERAL CONDITIONS

2.7 Reserved for Future Use.

2.8 UNE TO ACCESS CONVERSION LANGUAGE

The UNE to Access Conversion Language in SWBT Tariff FCC No. 73, Section 2.1.1, only applies to UNE to Interstate Access conversions.

GENERAL CONDITIONS

2.9 PRICE DEREGULATION

Effective October 7, 2011, Southwestern Bell Telephone Company shall be an “electing carrier” as defined by K.S.A. 66-2005(x).⁽¹⁾

2.10 COST ASSESSMENT CHARGE (CAC)

A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes from business Customers. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Telephone Company as being exempt from application of the Federal Universal Service Fund (FUSF).

<u>Description</u>	<u>Monthly Rate</u>	
Cost Assessment Charge (CAC)		
Transport services	7.00%	(R)
- AT&T Switched Ethernet Service		
- AT&T Dedicated Ethernet Service		

⁽¹⁾ Order Designating Southwestern Bell Telephone d/b/a AT&T Kansas An Electing Carrier, In the Matter of the Notice of Election by Southwestern Bell Telephone Company, Pursuant to 2011 Kan. Sess. Laws Ch. 54 (K.S.A. 66-2005 (x)), KCC Docket No. 12- SWBT-014-MIS, dated August 17, 2011.

GENERAL CONDITIONS

2.11 TDM TO IP TRANSITION

General TDM to IP Transition Provisions

As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
Metallic Service	Part 3, Section 7
Telegraph Grade Service	Part 3, Section 7
Voice Grade Service	Part 3, Section 7
Program Audio Service	Part 3, Section 7
MegaLink Data Service	Part 3, Section 7

<u>Effective Date</u>	<u>Exchange</u>	<u>Other Information</u>
<u>Wire Center</u> 12/01/2020 KSCYKSOL	Kansas City Metro (Olathe Zone)	Distribution Areas 218102 and 218302