

INTRALATA WHOLESALE SERVICE TARIFF  
Application of Tariff  
Original Sheet 1

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EXPLANATION OF SYMBOLS

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

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## INTRALATA WHOLESALE SERVICE

### 1.0 APPLICATION OF TARIFF

This tariff contains regulations and rates applicable to the provisioning of IntraLATA Wholesale Service (IWS). IWS offers Interexchange Carriers (ICs), the ability to transport 1+ intraLATA toll calls for its end users over the Company's network from Company access lines provided to Company end users. Customers with a valid Carrier Identification Code (CIC) and that are certified by the Kansas Corporation Commission (KCC) are eligible to purchase IWS from this tariff. IWS provides ICs with an unrated toll record.

### 1.1 DEFINITIONS

Call - Denotes a message originating and terminating within the same Local Access and Transport Area (LATA), or an originating attempt.

Carrier Identification Code (CIC) - Denotes the numeric code that is assigned by the North American Numbering Plan Association (NANPA) to long distance carriers for the provisioning of Feature Group B and/or D trunk side Access Service. The four digit numeric code uniquely identifies the IC.

Customer(s) - Denotes any individual, partnership, association, joint-stock company, trust, corporation or government entity or any other entity which subscribes to the services offered under this tariff.

End User - Denotes any customer of an intrastate telecommunications service that is not a carrier.

Exchange - Denotes a unit, generally smaller than a LATA, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Interexchange Carrier (IC) - Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

IntraLATA Service - Applies to service between points which are in the same LATA.

Local Access and Transport Area (LATA) - Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Message - Denotes a "call" as defined preceding.

INTRALATA WHOLESALE SERVICE

1.2 REGULATIONS

1.2.1 Scope

- A. Southwestern Bell Telephone Company, LLC (SWBT) does not undertake to transmit messages but furnishes the use of its service to its customers for telecommunications.
- B. The provision of services by SWBT as set forth in this tariff does not constitute a joint undertaking with the Interexchange Carrier (IC) for the furnishing of any service.
- C. Facilities utilized by SWBT to provide service under the provision of this tariff shall remain the property of SWBT.

1.2.2 Availability of Service

Service is furnished subject to the availability of the service components required. SWBT will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

1.2.3 Limitations of Duration of Connections

SWBT reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.

1.2.4 Liability

- A. SWBT's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by an IC or by any others, for damages associated with any aspect of the provision of service and subject to the provisions of B through E, following, SWBT's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- B. The IC shall indemnify and save SWBT harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its service; against claims for infringement of patents arising from combining with, or using in connection with, service of SWBT, and against all other claims arising out of any act or omission of the IC in connection with service provided by SWBT.
- C. No IC participating in this service shall be liable for any act or omission of any other IC also participating in the service.
- D. SWBT shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of SWBT (except to the extent a contributing cause is the malfunctioning of a SWBT-provided connecting arrangement).
- E. SWBT's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against SWBT, acts of God and other circumstances beyond SWBT's reasonable control.

INTRALATA WHOLESALE SERVICE

1.2 REGULATIONS (Continued)

1.2.5 Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- A. The use of the services of Southwestern Bell Telephone Company, LLC (SWBT) to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- B. The obtaining of, attempting to obtain or assisting to obtain intraLATA service, by rearranging, tampering with or making connection with any service components of SWBT, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- C. The use of service of SWBT for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;
- D. The use of profane or obscene language;
- E. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

1.2.6 Unlawful Purposes

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

1.2.7 Payment for Service

The Interexchange Carrier (IC) is responsible for payment of all charges for services furnished to the IC.

1.2.8 Termination of Service for Cause

Upon nonpayment of any sum due SWBT, or upon a violation of any of the conditions governing the furnishing of service, SWBT may by notice in writing to the IC, without incurring any liability, forthwith discontinue the furnishing of said service until payment in full has been made.

## INTRALATA WHOLESALE SERVICE

### 1.2 REGULATIONS (Continued)

#### 1.2.9 Deposits

The Company may, in order to safeguard its interests, require the Interexchange Carrier (IC) to deposit a sum up to an amount equal to twice the estimated average monthly charge for IntraLATA Wholesale Service (IWS) offered herein; such deposit to be held by the Company as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the IC from the Company's regulations as to the prompt payment of bills. At such time as the service is terminated, the amount of the deposit shall be credited to the IC's account and any credit balance which may remain shall be refunded. At the option of the Company such a deposit may be refunded or credited to the IC at any time prior to termination of the service. In the case of a cash deposit, for the period the deposit is held by the Company, the IC will receive simple interest that has been established by the appropriate legal authority within the state.

### 1.3 DESCRIPTION OF SERVICE

IWS offers ICs the ability to transport 1+ intraLATA toll calls placed by the IC's end users over the Company's network from the Company's access lines provide to the Company's end users.

IWS provides an originating and terminating toll intraLATA service offering to IWS customers.

The network announcement heard by a caller will be that of the Company, not the IWS customer as the IWS customer uses the Company's infrastructure including network announcement. Customers will hear the network announcement only when they dial 700# to verify their PIC.

IWS allows ICs with a valid Carrier Identification Code (CIC) to route all 1+ intraLATA toll traffic, 0+ Collect and 0+ Billed to Third Party IntraLATA calls over the Company's existing network.

0+ Collect Calls and 0+ Billed to Third Party IntraLATA calls will route over the Company network and will be completed by the Company. The IWS customer will not be charged the MOU for these calls as set forth in 5.3 following. The applicable rates for these calls are those established by the Company and the revenue for these calls will journal to the Company. The responsibility for notifying the end users about this billing arrangement rests with the IWS customer.

Excluded from IWS are casual dialed IntraLATA toll calls (101XXXX+1), Foreign and Home Numbering Plan Area (F/HNPA) 555-1212 intraLATA, HNPA 555-1212 interLATA and Coin Service (1+ Coin Service will not work without Exchange Access Operator Services Signaling and coin control signaling provided by the subscriber's trunk group). 1010XXX calls will not be blocked but will be charged according to rates established by the interexchange carrier they are contacting.

The Telephone Company will resolve trouble isolated to the Telephone Company's network, as reported by the IWS customer as well as the IWS customer's end users. Such trouble may be reported to designated personnel of the Telephone Company by the IWS customer or their end users.

## INTRALATA WHOLESALE SERVICE

### 1.4 ORDERING

An IWS order is an order to provide the customer with IWS services or provide modifications to existing IWS services. IWS is ordered at the state level by submitting the "IWS Ordering Form" to the Access Service Center. The customer must purchase IWS for all Telephone Company Tandems within a state when ordering service. The IWS Service order Charge as specified in Section 5.3 will apply to each Tandem.

A minimum of 30 days written notice to establish service and to disconnect service is required.

### 1.5 RATES

#### 1.5.1 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for IntraLATA Wholesale Service (IWS).

There are three types of rates and charges that apply to the IWS rate elements. These are nonrecurring charges for the IWS Order Charge and Network Charge and a recurring usage charge for each completed minute of use on the IWS Network.

#### 1.5.2 Rate Elements

- A. The IWS Rate is assessed per completed originating minute of use for network facilities, unrated toll record and terminating charges.
- B. The IWS Service Order Charge will be applied to each service order, per Tandem, processed by the Company. All Tandems are required to be provisioned with IWS service.
- C. The IWS Network Charge will be applied to existing IWS customers on March 22, 2004 or to any initial IWS order after that date. This charge covers the establishment and removal of IWS functionality in all Company end offices for which service is ordered.

#### 1.5.3 Rates and Charges

	<u>USOC</u>	<u>Rate per Minute of Use</u>
A. IWS Rate		**
		<u>Nonrecurring Charge</u>
B. IWS Service Order Charge Charge per Order/Request	NRB1X	**
C. IWS Network Charge	NRMWS	**

\*\* Current prices are specified in the IntraLATA Wholesale Service Price List

INTRALATA WHOLESALE SERVICE

PRICE LIST

1.5.3 Rates and Charges

	<u>USOC</u>	<u>Rate per Minute of Use</u>
A. IWS Rate		\$.025
		<u>Nonrecurring Charge</u>
B. IWS Service Order Charge Charge per Order/Request	NRB1X	\$ 35.00
C. IWS Network Charge	NRMWS	68,000.00