

TITLE SHEET<sup>/1/</sup>

**AT&T KANSAS**

REGULATIONS, DESCRIPTIONS AND SCHEDULE OF INTRASTATE CHARGES

GOVERNING THE PROVISION OF ACCESS SERVICES

FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN

THE STATE OF KANSAS

This guidebook applies to Access Services furnished by AT&T Kansas between one or more points in the State of Kansas. Copies of this guidebook may be inspected during normal business hours at the principal place of business.

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EXPLANATION OF SYMBOLS <sup>/1/</sup>

(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 <sup>/1/</sup>

This guidebook contains regulations, rates and charges applicable to the provision of Access Service provided by AT&T Kansas hereinafter referred to as the Company.

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GENERAL REGULATIONS <sup>/1/</sup>

2.1 Undertaking of the Company

2.1.1 Scope

- (A) The Company does not undertake to transmit messages or offer any telecommunication services under this guidebook.
- (B) The Company shall be responsible only for the installation, operation and maintenance of the services it provides. Company facilities are to be used only for the Company provided services or equipment.
- (C) The Company shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- (D) Services are provided 24 hours daily, seven days per week except as set forth in other paragraphs of this guidebook.
- (E) 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.
- (F) Facilities utilized by the Company to provide service under the provisions of this guidebook shall remain the property of the Company.
- (G) The Company does not warrant that its facilities and services meet standards other than those set forth in this guidebook and specifically referenced technical publications.

2.1.2 Limitations

- (A) The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations.
- (B) Directory listings will not be furnished as a part of the services provided under this Guidebook.

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 (G) 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.
- (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.

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability (Cont'd)

- (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. However, credit allowance for service interruptions as specified in 2.4.5 (Credit Allowance for Service Interruptions) will apply.

2.1.4 Provision of Services

- (A) The Company, will provide to the customer, upon reasonable notice, services offered in this guidebook at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort.
- (B) The services provided under this guidebook are provided over such routes and facilities as the Company may elect. Requests for special facilities or routing of access service will be provided in accordance with Paragraph 5 of this guidebook.
- (C) Service in this guidebook will be provided as follows:
- (1) The service will include any entrance cable or drop wiring and wiring or as set forth in Part 68 of the FCC's Rules and Regulations.
  - (2) The service will be installed by the Company to such point of termination.

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Services (Cont'd)

- (D) Except as provided for equipment and systems subject to FCC Part 68 Regulation at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business:
- (1) Substitute, change or rearrange any facilities used in providing service under this guidebook;
  - (2) Change minimum network protection criteria;
  - (3) Change operating or maintenance characteristics of facilities; or
  - (4) Change operations or procedures of the Company.
- (E) The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.
- (F) The Company will provide the customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the notification requirements.
- (G) The Company will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.5 Operation and Maintenance

(A) Maintenance of Service

The services provided under this guidebook shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

(B) Availability for Testing

The services provided under this guidebook shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.1 Undertaking of the Company (Cont'd)

2.1.5 Operation and Maintenance (Cont'd)

(C) Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this guidebook shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

The Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of services as set forth in 2.4.5 (Credit Allowance for Service Interruptions) is not applicable.

2.1.6 Reserved For Future Use

2.2 Use

2.2.1 Assignment and Transfer of Facilities

(A) The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) 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:

- (1) Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) 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.

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.2 Use (Cont'd)

2.2.1 Assignment and Transfer of Facilities (Cont'd)

- (B) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer and such acknowledgment shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this guidebook, shall apply to such assignee or transferee.
- (C) 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.

2.2.2 Unlawful and Abusive Use

- (A) The services provided under this guidebook shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:
- (1) The use of service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
  - (2) The use of the service in such a manner as to interface unreasonably with the use of the service by one or more other customers.
- (B) In such instances when termination occurs, the Company shall be indemnified, defended and held harmless by the customer or any other exchange telephone company or party against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

2.3 Obligations of the Customer

2.3.1 Design of Customer Services

Subject to provisions of 2.1.4(D) and (E), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum network protection criteria, operating or maintenance characteristics of the facilities.

2.3.2 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, an environment conducive to the operation of equipment, space and electrical power required by the Company to provide services under this guidebook at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing services of the Company.

2.3.3 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.3 Obligations of the Customer (Cont'd)

2.3.4 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this guidebook caused by the negligence or willful act of the customer or resulting from the customer's improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. Upon reimbursement for damages, the Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.5 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this guidebook, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims and losses or damages including punitive damages, attorneys fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this guidebook including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities and equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this guidebook; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

2.3.6 Jurisdictional Reports

(A) Certification Requirements

- (1) Frame Relay Services and any other service provided under this guidebook are classified as intrastate and provided in accordance with this guidebook when these services carry ten percent or less interstate traffic. When the percent of interstate usage is more than ten percent, Frame Relay Service and other services provided under this guidebook will be provided in accordance with the Company's interstate guidebook.
- (2) The customer shall certify whether or not interstate traffic is ten percent or less of the total traffic. This certification will be provided to the Company by the customer as follows:
- a) Via the Access Service Request (ASR)
  - b) In the form of written correspondence by the customer

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

## 2.4 Billing Regulations

2.4.1 Reserved For Future Use

2.4.2 Reserved For Future Use

2.4.3 Reserved For Future Use

2.4.4 Reserved For Future Use

## 2.4.5 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, result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly rate.

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

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.4 Billing Regulations (Cont'd)

2.4.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies

(1) Frame Relay Service (FRS)

For FRS, no credit shall be allowed for an interruption of less than four hours. The customer shall be credited for an interruption of four (4) hours or subsequent fraction thereof that the interruption continues, at the rate of 1/30 (1 day) of the monthly rates for the interrupted service or the affected portion thereof. For the purpose of determining the allowance, every month is considered to have 30 days.

When a Credit Allowance Will Be Issued

- (a) Automatically, if the service interruption lasts for more than 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount; and
- (b) Upon subscriber request (written or oral), if the service interruption lasts 24 to 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount.

(C) When a Credit Allowance Does Not Apply

Credit allowances will not be made for the following:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during a period in which the Company is not afforded access to the premises where the service is terminated.
- (4) When the Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B) preceding does apply.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Paragraph 5 of this guidebook. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt of the written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

## 2.4 Billing Regulations (Cont'd)

## 2.4.5 Credit Allowance for Service Interruptions (Cont'd)

## (D) Use of An Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the guidebooked rates and charges for the alternative service used.

## (E) Temporary Surrender of a Service

In certain instances, the customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit for service interruptions as set forth in (A) preceding.

## 2.5 Kansas Universal Service Fund (KUSF) Assessment (C)

The Company will assess a fee to support the KUSF in accordance with regulations of the Kansas Corporation Commission. (C)

## 2.6 Subscriber Notice of Rate Increases

Subscriber notice will be provided any time a rate or rates will be increased and will be on or before the date on which the increased rate appears on the subscriber's bill. The notice will be provided through one of the following methods: direct mail, bill notice or bill insert and will be conspicuously placed and highlighted. Notice may be provided through electronic mail (e-mail) or text message if customer has agreed to such method of notification.

In the event that notice to the subscriber is provided after the rate increase has become effective, a subscriber shall be given 30 days, from the date the subscriber receives a bill containing the new rate, to cancel the service and receive an adjustment for the charge.

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

## 2.7 Definitions

Access Customer Name Abbreviation (ACNA)

Denotes a three alpha character code that identifies the customer to which the Access Service bill is rendered.

Access Tandem

Denotes a Southwestern Bell Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Asynchronous

Denotes the transmission of data that is not related to a specific frequency or to the timing of the transmission facility. The data transmission is characterized by individual characters, encapsulated with start and stop bits, from which a receiver derives the necessary timing for sampling bits and start/stop transmission.

Billing Account Number (BAN)

A code that identifies the customer's billing account to which Access Services are billed.

Building

Denotes 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 nor buildings connected by a covered public mall be the "same building."

Carrier or Common Carrier

See Interexchange Carrier

Central Office

Denotes a local Telephone Company switching system where the Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s)

Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Communications Systems

Denotes channels and other facilities which are capable when not connected to the Telecommunications Network, of two-way communications between customer-provided terminal equipment.

Company

Refers to AT&T Kansas

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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.7 Definitions (Cont'd)

Confirmed Due Date

Denotes the date provided by the Company on which work activity is scheduled to be completed and the service is available for use by the customer.

Customer(s)

Denotes 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, including both Interexchange Carriers (ICs) and End Users.

Customer Carrier Name Abbreviation (CCNA)

Denotes a three alpha character code that identifies the Access Customer submitting the Access Order and receiving confirmation of the order.

Customer Circuit Reference (CKR)

Denotes a circuit number or range of circuit numbers assigned, administered and utilized by the customer as a cross reference to the Company's circuit numbers.

Demarcation Point

Denotes the point (referred to as Demarc Point or Network Interface) of interconnection between Company facilities and the wiring at the Subscriber'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.

Desired Due Date

Denotes the date the customer desires service.

End User

Denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier other than a Telephone Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entity

Denotes something that exists as a particular and discrete unit (e.g., corporation or subsidiary company).

Exchange

Denotes a unit generally smaller than a Local Access and Transport Area, established by Southwestern Bell Telephone 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 comprises a given Local Access and Transport Area.

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



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GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

2.7 Definitions (Cont'd)

Facility

Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Facility Interface

See Point of Termination.

Host Office

Denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hub

Denotes a Southwestern Bell Telephone Company designated serving wire center at which bridging and multiplexing functions are performed.

Interexchange Carrier (IC) or Interexchange Common Carrier

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

Intrastate Communications

Denotes any communications within Kansas subject to oversight by the Kansas Corporation Commission as provided by the laws of Kansas.

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.

Network Interface

See Demarcation Point

Packet

Denotes the continuous sequence of data, with associated control information, i.e., routing, sequencing and error checking information, that is switched and transmitted through the packet switching network. Multiple packets may be required to carry one complete document or a lengthy block of information.

Packet Switching Network

Denotes the network that utilizes a transmission technique whereby a communication channel is shared by many users, each using the circuit only for the time required to transmit a single packet, each with its own appended control information.

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

GENERAL REGULATIONS (Cont'd) <sup>/1/</sup>

## 2.7 Definitions (Cont'd)

Point of Termination

See Demarcation Point

Premises

Denotes a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except Railroad right-of-way, etc.) not separated by a public highway.

Protocol

Denotes the formal set of rules which govern the format, timing, sequencing and error control of exchanged messages on a data network.

Serving Wire Center

Denotes the end office from which the customer designated premises would normally obtain dial tone from Southwestern Bell Telephone Company for Local Exchange Service purposes.

V and H Coordinates Method

Denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

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

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

ORDERING FOR ACCESS SERVICE <sup>/1/</sup>

## 3.1 General

This paragraph contains the regulations and order related charges for Access Services provided in this guidebook. These charges are in addition to applicable charges contained in other paragraphs of this guidebook.

An access order is an order to provide the customer with Access Services or to provide modifications to existing services. Depending upon the services, facilities or service interval dates requested, one or more access orders may be required to provide the customer with access service.

Access Orders are processed on a first come-first served basis. First come-first served shall be based upon the received time and date stamped by the Company on customer orders which contain the information as required for each respective service as delineated in this guidebook. Customer orders shall not be deemed to have been received until such information is provided. When necessary, the Company will attempt to seek clarification on a verbal basis. The Company will initiate the order process within one working day of receipt of the customer's order.

## 3.2 Access Order

## 3.2.1 Ordering Conditions

An order for Access Service is subject to the following conditions:

- (A) A customer may order any number of services of the same type and between the same premises on a single access order provided all details are for the same service.
- (B) The customer shall provide all information necessary for the Company to provide and bill for the requested service. Such information is described in 3.2.2 (Ordering Requirements).
- (C) The Company will establish a service date when the customer has provided an access order than contains the required information for each respective service. The date on which the service date is established is considered to be the application date. The Company will provide a firm order confirmation to the customer and will advise the customer of the application date and the service date.

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

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ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

3.2 Access Order (Cont'd)

3.2.2 Ordering Requirements

When placing an order for Access Services the customer is required to provide the following information:

- Customer name and premises address(es)
- Billing name and address (when different from customer name and address)
- Customer contact name(s) and telephone number(s) for the provisioning activities of order negotiation, order confirmation, interactive design, installation and billing.

In addition to the information listed above, the customer shall provide, at a minimum, information for the specific services requested as described herein.

Where Access Services are jointly provided, additional regulations may apply.

For services which involve remote switching offices, remote switching office to host relationships are provided to all customers by the Company.

(A) Frame Relay Service (FRS)

The customer must specify the customer's designated premises, the type of access termination and whether they are to be billed under a FRS Term Pricing Plan as described in 4.4(E) (FRS Term Pricing Plan).

For each access termination requested, the customer must specify the data transmission speed. Also, the customer must provide both points connected by a Logical Link, along with the data link connection identifier (DLCI), or address, assigned for each point and the Committed Information Rate (CIR) of the Logical Link when establishing the permanent virtual circuit.

When ordering Logical Link(s) between a Company FRS location to a frame relay location served by an independent exchange telephone company, the Company shall determine the frame relay switch(es) as well as the nearest Southwestern Bell Telephone Company serving wire center within the LATA.

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

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ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

3.2 Access Order (Cont'd)

3.2.3 Provision of Other Services

(A) Testing Service, Additional Labor and Telecommunications Service Priority

Testing Service, Additional Labor and Telecommunications Service Priority may be ordered with an access order concurrent with the associated Access Services. Alternatively, with the agreement of the Company, Testing Service, Additional Labor and Telecommunications Service Priority may subsequently be added to the access order at any time, up to and including the service date for the Access Service. When added subsequently, Design Change Charges described in 3.3.2(A) (Design Change Charges) may apply.

In addition to the rates and charges specified in this guidebook for Testing Service and Additional Labor, rates and charges for the associated Access Services and ordering charges contained in this paragraph will also apply.

(B) Additional Engineering

Additional Engineering is not an ordering option but will be applied to an access order when the Company determines additional engineering is necessary to accommodate a customer request. Additional engineering will only be required as specified in 8.1 (Additional Engineering). When additional engineering is required, the customer will be notified and furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the customer agrees to the additional engineering, a firm order will be established. If, after being notified that additional engineering of Company facilities is required, the customer does not want the service or facilities, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the additional engineering may not exceed the estimated amount by more than ten percent.

The regulation for Additional Engineering as specified in 8.1 (Additional Engineering) and the rates and charges as specified in 8.4 (Rates and Charges) are in addition to the regulations, rates and charges specified in this paragraph.

(C) Special Construction

The regulations, rates and charges for special construction are contained in Paragraph 5 of this guidebook and are in addition to the regulations, rates and charges specified in this guidebook.

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

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ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

3.3 Rate Regulations

3.3.1 Access Order Charges

- (A) An Access Order Charge applies, per access order, for the installation, addition, change, rearrangement or move of Access Services provided in this guidebook (in addition to other applicable Access Service charges) with the following exceptions:
- Nonchargeable administrative changes where so specified in this guidebook;
  - Access order modifications as specified in 3.3.2 (Access Order Modification Charges);
  - Complete or partial disconnection of Access Services and/or features
  - Revocation or discontinuance of Telecommunications Service Priority System; and
  - Change of Access Services Bill Period
- (B) An Access Order Charge will apply per order for access order cancellations as specified in 3.3.3 (Access Order Cancellation Charges).
- (C) Access Order Charges are specified in 3.4 (Rates and Charges).

3.3.2 Access Order Modification Charges

The customer may request a modification of its access order at any time prior to the service date or notification by the Company that service is available for the customer's use, whichever is later. The Company will make every effort to accommodate a requested modification when it is able to do so during normal business hours with the normal work force assigned to complete such an order. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the access order modification, the Company will schedule a new service date. All charges for access order modifications will apply on a per occurrence basis.

The following will be treated as a new access order (for the increased amount only) when any increase occurs in the number of:

- Frame Relay Service (FRS) links or ports;

Rate regulations for access order modification charges are specified following.

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

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ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

3.3 Rate Regulations (Cont'd)

3.3.2 Access Order Modification Charges (Cont'd)

(A) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an access order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer.

Design changes do not include a change of customer premises, end user premises or end office switch. Changes of this nature will require the issuance of a new access order and the cancellation of the original access order with appropriate Cancellation Charges applied.

The Company will review the requested change and notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If a change of service date is required, the Service Date Change Charge described in (B) following will also apply.

The Design Change Charge will apply on a per access order per occurrence basis, for each access order requiring a design change. Design Change Charges are specified in 3.4 (Rates and Charges).

(B) Service Date Change Charge

- (1) A customer may request a change in the access order service date for the installation of new services or rearrangements of existing services provided the new service date is no more than 30 calendar days beyond the original service date. When such a request is made, the Company will accordingly delay the start of service and a Service Date Change Charge will apply. The application date will not change as a result of a service date change.

If a design change has been requested as described in (A) preceding, and the engineering review cannot be completed within the 30 calendar day time frame, the new service date may exceed the original service date by more than 30 calendar days. If a service date change is necessary to accommodate a customer requested design change, both the Service Date Change Charge and the Design Change Charge apply.

In all other cases, if the customer requests a service date which exceeds the allowable service date change period previously described, the order must be cancelled by the customer. Appropriate cancellation charges will be applied. The customer must issue a new order specifying the desired service date if Access Service is still required.

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



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ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

3.3 Rate Regulations (Cont'd)

3.3.2 Access Order Modification Charges (Cont'd)

(B) Service Date Change Charge (Cont'd)

- (2) A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date, and the Company determines that additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by the Company that an Expedited Order Charge, as specified in (C) following applies. The Expedited Order Charge is in addition to the Service Date Change Charge.
- (3) A Service Date Change Charge is applicable on a per order per occurrence basis for each service date changed. Service Date Change Charges are specified in 3.4 (Rates and Charges).

(C) Expedited Order Charge

If a customer desires that service be provided on an earlier date than that which has been established for the access order or the provision of the Access Service, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested date and that additional labor costs or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. The actual charges cannot exceed the estimate by more than ten percent. If the customer instructs the Company to proceed, such additional charges will be determined and billed to the customer as follows:

(1) Additional Labor Charges

To calculate the Additional Labor Charges, the Telephone Company will keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor Charges specified in 8.4 (Rates and Charges).

(2) Extraordinary Costs

The special construction terms and conditions specified in Paragraph 5 (Special Construction) of this guidebook will be used by the Company to determine charges to recover the extraordinary costs which may be involved. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions of Paragraph 5 (Special Construction) of this guidebook.

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

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ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

3.3 Rate Regulations (Cont'd)

3.3.2 Access Order Modification Charges (Cont'd)

(C) Expedited Order Charge

- (3) When the request for expediting occurs subsequent to the issuance of the access order, a Service Date Change Charge as specified in (B) preceding also applies.

(D) Partial Cancellation Charge

Any decrease in the number of the following Access Services or Arrangements ordered will be treated as a partial cancellation and the charges described in 3.3.3 (Access Order Cancellation Charges) will apply.

- FRS links or ports

3.3.3 Access Order Cancellation Charges

(A) Cancellation of an Access Order

A customer may cancel an access order at any time prior to (1) the service date or (2) notification by the Company that service is available for the customer's use, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

(B) When Cancellation Charges Apply

If a customer or a customer's end user is unable to accept Access Service and the new service date requested is beyond the allowable service date change time period specified in 3.3.2(B)(1)(Service Date Change Charge), the access order will be cancelled. When the customer cancels an access order on or after the application date, a Cancellation Charge will apply as specified below in addition to any other applicable charges specified in 3.3.2 (Access Order Modification Charges).

(1) For all Access Services, the Cancellation Charge equals:

- the number of business days from the access order application date through the access order cancellation date (i.e., the service interval)
- multiplied by the average daily charge
- plus the access order charge

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

ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

## 3.3 Rate Regulations (Cont'd)

## 3.3.3 Access Order Cancellation Charges

## (C) When Cancellation Charges Do Not Apply

- (1) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (2) When a customer cancels an access order prior to the application date, no charges apply for the cancellation.
- (3) If the Company or the customer misses a service date by more than 30 days, due to circumstances over which it has no direct control (i.e., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the access order without incurring Cancellation Charges.

## 3.3.4 Minimum Period Requirements

The minimum period for which Access Service is provided and for which charges are applicable is set forth in each paragraph of this guidebook.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory. This terminology does not refer to when billing is stopped, but rather distinguishes a disconnect from a service rearrangement.

Service rearrangements may be made without a change in minimum period requirements where so specified in this guidebook.

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

ORDERING FOR ACCESS SERVICE (Cont'd) <sup>/1/</sup>

3.4 Rates and Charges

(A) Access Order Charge (NRB1X)

The following access order charge applies to Frame Relay Service.

Charge per Access Order

Frame Relay Order Charge .....\$14.00

(B) Access Order Modification Charges

Charge per order, per occurrence

(1) Design Change Charge (H28) .....\$32.96

Charge per order, per occurrence,  
per service date changed

(2) Service Date Change Charge (OMC) .....\$14.77

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

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

FRAME RELAY SERVICE (FRS) <sup>/1,2/</sup>

## 4.1 General Description

Frame Relay Service (FRS) provides the customer high speed access and throughput to and among the customer locations. Utilizing statistical multiplexing, FRS enables the customer to allocate circuit bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications.

FRS is available to customers within LATAs served by Southwestern Bell Telephone Company (SWBT) and is provisioned from all SWBT wire centers.

FRS requires the use of terminal equipment that functions as a multiplexer/bridge router. The terminal equipment accumulates the customer data and puts it into a frame relay format suitable for transmission over the FRS network. This terminal equipment must be purchased separately from the FRS and must conform to American National Standards Institute (ANSI) and Committee Consultat de International Telegraphique et Telephonique (CCITT) standards.

- /1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas Access Service Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.
- /2/ Effective January 1, 2003, Frame Relay Service offered in this Section ("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 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).

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.2 Service Description

FRS is a transport service that facilitates the exchange of variable length information units (frames) between the customer's connections by way of assigned virtual connections. Each frame is passed to the Frame Relay Network with an address that specifies the virtual connection. Addresses are read by the network processor, and the frames are relayed to the preassigned destination.

Variable frame lengths capability is useful in communications between asynchronous LANs and for transport to 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.

The major components of FRS are: 1) the Network Interface, which is the point of interconnection between Company communications facilities and the customer 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 Multiplexed Services Connection, which is the ongoing connection from a Port to a Special Access Multiplexed Service multiplexer that provisions DS3-to-DS1 and DS1-to-DS0 arrangement; 4) the Port, which is the physical entry points for the Access Link or Multiplexed Services Connection into the FRS Network and 5) the Logical Link, which is the permanent virtual circuit that establishes the connection from one Port, and its associated Access Link or Multiplexed Services Connection, to another; 6) the Channel Termination, which provides the communication path between a customer designated premises and the ILEC serving wire center of that premises; and 7) the Channel Mileage, which provides the transmission facilities between the ILEC wire center serving the designated premises and the nearest Southwestern Bell Telephone Company serving wire center within the same LATA.

The Access Line, Port, Logical Link, Channel Termination and Channel Mileage are available in eight bandwidth speeds, 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps and 1.536 Mbps. The Multiplexed Services Connection is available for connection to 56 Kbps, 64 Kbps and 1.536 Mbps Ports only.

A detailed description of the rate elements applicable to FRS, how these rate elements are applied and nonrecurring charges are contained in 4.4 (Rate Regulations).

## 4.3 Service Provisioning

## (A) Manner of Provisioning

- (1) Provision of this service is subject to the availability and operational limitations of the equipment and associated facilities.
- (2) FRS requires the use of customer provided equipment which must be compatible with Company equipment and facilities and must conform to industry standards and specifications as outlined in Southwestern Bell Telephone Company Frame Relay Interface Specifications and Service Features Technical Publication TP 76642.

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.

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



FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.3 Service Provisioning (Cont'd)

## (A) Manner of Provisioning (Cont'd)

- (3) The Company will provision FRS up to and including the network interface. The network interface specifications are set forth in the Bellcore High Capacity Digital Service Channel Interface Specification Technical Reference TR-NPL-000055.

The placement of the network interface shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise and agreed to by the Company.

- (4) The Company will provision FRS to support industry standards for the User-to-Network Interface (UNI) and in suitably equipped wire centers, the Network-to-Network Interface (NNI).

The UNI is provided using standard frame relay signaling protocols to facilitate the interconnection of customer provided equipment (CPE) at a customer location and the Company's frame relay network. The UNI is available at bandwidths of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 516 Kbps, 768 Kbps and 1.536 Mbps.

The NNI is provided using standard frame relay signaling protocols to facilitate the interconnection of a customer frame relay network and the Company's frame relay network. The NNI is available, where facilities permit, at 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps and 1.536 Mbps.

- (5) The Company will provision Committed Information Rate (CIR) rate enforcement on each Logical Link or permanent virtual circuit. CIR is the bit rate at which the FRS network commits to transfer data under normal conditions.
- (6) When the customer requires the modification of standard service components not otherwise provided in this guidebook, the modification may be furnished by the Company as specified in Paragraph 7 (Specialized Service or Arrangements) following.
- (7) The Company undertakes the responsibility to maintain and repair the service which it furnishes. However, the customer, upon request, shall furnish such information as may be required to permit the Company to maintain FRS and to assure that the service arrangement is in compliance with the regulations contained in this paragraph. The customer shall be responsible for service maintenance, as specified in Paragraph 8.3 (Maintenance of Service) following, when no trouble is found in Company facilities.
- (8) 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.
- (9) 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 the Company.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.3 Service Provisioning (Cont'd)

## (A) Manner of Provisioning (Cont'd)

(10) Where FRS is used 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 the FRS 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 alteration of the equipment or other services of the Company; interfere with the proper operation of Company equipment; or otherwise injure the public in its use of Company services. Upon notice from the Company that the equipment provided by the 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.

## (B) Ordering Specifications and Provisions

(1) The customer may access Frame Relay Service via a FRS Access Link, or the customer may utilize a MegaLink® (2) Data Service or High Capacity Service as specified in Section 7 (Special Access Service) of SWBT Company's intrastate Access Service Tariff. When the customer utilizes a MegaLink Data Service or High Capacity Service to access the FRS network, the regulations, rates and charges as specified in Section 7 of SWBT Company's intrastate Access Service Tariff will apply in addition to the rates and charges associated with FRS.

When a customer utilizes a MegaLink Data Service or High Capacity Service in lieu of the FRS Access Link, the FRS Access Link nonrecurring charge or 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.

(2) When a customer utilizes a Special Access Multiplexed Service, as specified in Section 7 of SWBT Company's intrastate Access Service Tariff, the Multiplexed Service Connection is ordered in lieu of the Access Link. The nonrecurring charge or monthly rate for the Access Link will not apply; however, all other rates and charges normally associated with the ordering, installing and provisioning of the FRS, e.g., Ports and Logical Links, will be applicable.

The Multiplexed Services Connection is only available for connection to Special Access Multiplexed Services. The regulations, rates and charges for the Special Access Multiplexed Services as specified in Section 7 of SWBT Company's intrastate Access Service Tariff will apply in addition to the rates and charges associated with FRS.

(3) The Access Link or Multiplexed Services Connection must be associated with a Port.

The Access Link, Multiplexed Services Connection and the Port must all be ordered with the same bandwidth speed.

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

<sup>/2/</sup> Registered Trademark of Southwestern Bell Telephone Company.

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.3 Service Provisioning (Cont'd)

## (B) Ordering Specifications and Provisions (Cont'd)

- (4) The Logical Link must be associated with any two Ports. The Logical Link must be ordered at a bit rate equal to the lower bit rate of the two associated Ports.
- (5) The Logical Links are provisioned with customer-selected Committed Information Rates (CIRs). The customer must 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. Logical Links purchased from SWBT prior to December 12, 1994, will have a CIR set equal to the bit rate of the Logical Link. The customer will be allowed to change the CIR of the Logical Links ordered prior to December 12, 1994, without incurring a charge.

The following maximum number of Logical Links may be provided at the designated

<u>FRS Port Speeds</u>	<u>Maximum Number of FRS Port Speed Logical Links</u>
56 Kbps	2
64 Kbps	20
128 Kbps	40
256 Kbps	80
384 Kbps	120
512 Kbps	160
768 Kbps	240
1536 Kbps	250

- (6) 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.
- (7) A customer ordering an Access Link or Multiplexed Services Connection and Port will be referred to as the Controller of the Access Link or Multiplexed Services Connection and Port. Logical Links provide a two-way connection from one FRS Port to another. The Logical Link will be associated with and billed for with one of the FRS Ports, referred to as the Controlling Port. When a customer subscribing to a Logical Link is not the Controller of both FRS Ports associated with it, the Company may require the permission of both Controllers in order to establish the Logical Link.

Logical Links are ordered and billed independently of FRS Ports 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 an Access Link or a Multiplexed Services Connection and Port may authorize a disconnect of that Access Link or Multiplexed Services Connection and Port.

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

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FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

4.3 Service Provisioning (Cont'd)

(B) Ordering Specifications and Provisions (Cont'd)

- (8) 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. Such transfers are subject to any applicable rates and charges as set forth in 4.4 (Rate Regulations).
- (9) FRS is ordered under the provisions specified in Paragraph 3 (Ordering for Access Service) preceding. Also included in that paragraph are charges associated with ordering FRS.

(C) Limitations

- (1) The Company does not undertake to originate data, but offers the use of its service components, where facilities permit, to customers for the purpose of transporting customer originated data.
- (2) 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) The Company shall not be responsible for error correction. Error correction is the responsibility of the customer's Frame Relay compatible terminal equipment. FRS switches may discard frames with errors. They may also discard frames when the network supporting FRS is in a state of congestion. Congestion control and recovery mechanisms are as set forth in the Southwestern Bell Telephone Company Frame Relay Interface Specifications and Service Feature Technical Publication TP 76442.
- (4) 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.
- (5) 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.

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

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FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

4.3 Service Provisioning (Cont'd)

(D) Allowance for Service Interruption

The Company will administer its network to insure the provision of an acceptable service levels to all users of FRS. Service levels are considered acceptable when the service provides 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 of service.

In the event of an interruption of service, the customer will be granted a credit allowance in conjunction with the regulations specified in Paragraph 2.4.5 (Credit Allowance for Service Interruptions) preceding. 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. No credit allowance will be made for interruption 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 service is terminated will not received a credit allowance.

When FRS terminates at a central office multiplexer and trouble is found to be in Company facilities associated with the Multiplex Services, a credit allowance for service interruptions to the Multiplexed Services will apply as specified in Paragraph 2.4.5 (Credit Allowance for Service Interruptions) preceding.

4.4 Rate Regulations

This paragraph contains the specific regulations governing the rates and charges which apply for Frame Relay Service.

There are two types of rates and charges that apply to the various rate elements for FRS. These are monthly recurring rates and nonrecurring charges.

Specific rates and charges are set forth in Paragraph 4.5 (Rates and Charges) following. Jurisdictional reporting requirements are set forth in Paragraph 2.3.6 (Jurisdictional Reports) preceding.

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

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FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

4.4 Rate Regulations (Cont'd)

(A) Rate Elements

The following are the various rate elements for FRS:

(1) Access Link

The Access Link rate element provides the facilities from the customer's network interface to the FRS Network.

(2) Multiplexed Services Connection

The Multiplexed Services Connection rate element provides for the ongoing interconnection from a Port to Special Access Multiplexed Services for DS3-to-DS1 and DS1-to-DS0 arrangements. The Multiplexed Services Connection rate element is applied in lieu of the Access Link.

(3) Port

The Port rate element provides the physical entry point for the Access Link or Multiplexed Services Connection into the FRS Network.

(4) Logical Link

The Logical Link rate element provides for the permanent virtual circuit, a logical channel, that establishes the two-way connection from one Port and its associated Access Link or Multiplexed Services Connection to another.

(5) Channel Termination

The Channel Termination rate element is used in lieu of an Access Link in ILEC territory and provides for a communications path between a customer designated premises and the ILEC serving wire center of that premises. One Channel Termination charge applies per customer designated premises served by an ILEC serving wire center at which the channel is terminated.

(6) Channel Mileage

The Channel Mileage rate element provides for the transmission facilities between the ILEC serving wire center serving the customer designated premises and the nearest Southwestern Bell Telephone Company serving wire center within the same LATA.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. Nonrecurring charges are applicable for installation of the service, change to an existing service (e.g., each requested change in the transmission speed or for a new rate element at a new transmission speed) and service rearrangement.

In order to receive the benefits associated with ordering multiple Access Links or Multiplexing Services Connections, the following criteria must be met:

- Same Access Service Order
- Same Application for Service Date
- Same Due Date
- Same Billing Account Number (BAN)
- Same Customer Designated Premises

In order to receive the benefits associated with ordering multiple Logical Links, the following criteria must be met:

- Same Access Service Order
- Same Application for Service Date
- Same Due Date
- Same Billing Account Number (BAN)
- Same controlling Port

An Access Order Charge may be applicable as specified in Paragraph 3 preceding.

## (1) Access Link

A nonrecurring charge applies for the installation of each Access Link. This charge is applied on a first and additional basis for each transmission speed ordered. If a customer orders multiple Access Links, the first Access Link is assessed the "first" charge. Each subsequent Access Link is assessed the "additional" charge.

A Port rate element must be applied with each Access Link.

## (2) Multiplexed Services Connection

A nonrecurring charge applies for the installation of each Multiplexed Services Connection between the central office based multiplexer and an associated Port. This charge is applied on a first and additional basis for each transmission speed ordered. If a customer orders multiple Multiplexed Services Connections, the first Multiplexed Services Connection is assessed the "first" charge. Each subsequent Multiplexed Services Connection is assessed the "additional" charge.

A Port rate element must be applied with each Multiplexed Services Connection.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (B) Nonrecurring Charges (Cont'd)

## (3) Port

A nonrecurring charge applies for the installation of each Port that is associated with an Access Link or a Multiplexed Services Connection.

## (4) Logical Link

A nonrecurring charge applies for the establishment of each Logical Link. This charge is applied on a first and additional basis for each transmission speed ordered. If a customer orders multiple Logical Links, the first Logical Link is assessed the "first" charge. Each subsequent Logical Link is assessed the "additional" charge.

## (5) Channel Termination

A nonrecurring charge applies for the installation of each Channel Termination.

## (6) Service Rearrangement

Service Rearrangements are changes to existing services which do not result in either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination at the customer's premises or the customer's end user's premises.

Changes which result in (1) the establishment of new minimum period obligations, or (2) the physical location of the point of termination are treated as a discontinuance of the existing service, and an installation of a new service and all applicable nonrecurring charges will apply.

A change in the customer of record (i.e., existing FRS is provided and billed to a different entity) is considered a service rearrangement when the new customer assumes liability for all current and prior charges for the service(s) and has complied with the regulations and conditions specified in Paragraph 2.2.1 (Assignment and Transfer of Facilities) preceding. An Access Order Charge will apply when a change of customer name or a change in billing data (name, address, contact name or telephone number) is requested in conjunction with a change in the customer of record as described in Paragraph 3.3.1 (Access Order Charge) preceding.

## (C) Monthly Rates

Monthly rates are fixed recurring rates that apply each month, or fraction thereof, that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

Monthly recurring rates apply to the following rate elements.

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



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FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

4.4 Rate Regulations (Cont'd)

(C) Monthly Rates (Cont'd)

(1) Access Link

A monthly rate applies for each Access Link installed from the customer's network interface to a corresponding Port.

A Port rate element must also be applied with each Access Link.

(2) Multiplexed Services Connection

A monthly rate applies for each Multiplexed Services Connection between the Telephone Company central office based multiplexer and an associated Port.

A Port rate element must also be applied with each Multiplexed Services Connection.

(3) Port

A monthly rate applies for each Port that is associated with an Access Link or Multiplexed Services Connection.

(4) Logical Link

A monthly rate applies for each Logical Link that connects one Port, and its associated Access Link or Multiplexed Services Connection, to another.

(5) Channel Termination

A monthly rate applies for each Channel Termination provided in an ILEC territory.

(6) Channel Mileage

Fixed and Per Mile monthly rates apply for Channel Mileage for customers located in ILEC territory.

(D) Minimum Period

Frame Relay Service is provided for a minimum of one month. When service is disconnected prior to the expiration of the minimum period, monthly charges are applicable for the balance of the minimum period.

If service is disconnected after the minimum period, monthly charges will be based on the actual number of days the service is furnished. In order to determine the charges for a fractional portion of a month, every month is considered to have 30 days.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (E) FRS Term Pricing Plan

## (1) General

FRS Term Pricing Plan (FRS-TPP) provides the customer with rate stabilization and discounted guidebook rates. The FRS-TPP provides for either a three year, five year, or seven year service period (Initial Service Period) for rate stabilization.

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.

Decreases in FRS-TPP monthly recurring guidebook rates will be passed on to customers who participate in a FRS-TPP.

Except for the FRS Port, FRS-TPP cannot be used in conjunction with services provided under Section 7 (Special Access Service) High Capacity Term Pricing Plan (HC-TPP) or Optional Payment Plan (OPP) of SWBT's intrastate Access Service Tariff.

## (2) Services Available Under FRS-TPP

A customer may elect to participate in FRS-TPP for the following rate elements as described in 4.4(A) Rate Elements:

- Access Link
- Multiplexed Services Connection
- Port
- Logical Link

## (3) Terms and Conditions

- (a) The customer must specify the length of the Initial Service Period at the time the service is ordered.
- (b) Ports must have the same FRS-TPP service period as the associated Access Link or Multiplexed Services Connection.
- (c) FRS rate elements may be ordered under monthly or any FRS-TPP service period rates. For example, the customer may select an Access Link and Port at the three year service rate plan and the Logical Links under the monthly rate.
- (d) When the FRS-TPP Port is used in conjunction with service provided under Section 7 (Special Access) of SWBT's intrastate Access Service Tariff, High Capacity Term Pricing Plan (HC-TPP) or Optional Payment Plan (OPP) and the HC-TPP or OPP circuit is disconnected, moved or their term pricing plan expires, the FRS-TPP Port must remain associated with another HC-TPP, OPP or FRS-TPP circuit.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (E) FRS Term Pricing Plan

## (4) Changes to Pricing Plans

At any time, the customer may request existing FRS provided on a monthly rate basis to be converted to a FRS-TPP.

Prior to the expiration of the Initial Service Period or Extended Service Period, as described in 4.4(E)(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.

Example: A customer with an existing 56 Kbps three year FRS-TPP could convert to a new 56 Kbps three year or five year FRS-TPP at any time without incurring termination charges.

Example: A customer with an existing 56 Kbps five year FRS-TPP requests to convert to a 56 Kbps three year FRS-TPP. This request would be treated as a discontinuance of the existing five year FRS-TPP and termination charges would apply.

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.

## (5) Renewal

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.

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.

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.

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.

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

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FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

4.4 Rate Regulations (Cont'd)

(E) FRS Term Pricing Plan (Cont'd)

(6) Upgrade in Service

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).

- 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 disconnect of the existing service and the request for new service are received at the same time,
- the customer's disconnect order for the existing service references the new connect order for the new service,
- for FRS at a higher transmission speed, the new service must establish a new FRS-TPP Initial Service Period effective on the service date, and
- for other Company services at 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.

In the event an order to upgrade service 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.

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.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (E) FRS Term Pricing Plan (Cont'd)

## (7) Moves to New Location

## (a) Same Transmission Speed

A customer with an existing FRS-TPP service may move the existing service to a new location without incurring termination charges provided all of the following conditions are met:

- the new service is provided solely by the Company,
- the customer's request for disconnect of the existing service and the request for new service are received at the same time,
- the customer's disconnect order for the existing service references the new connect order for the new service,
- 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 the transmission speed of the service being disconnected,
- for Logical Links, the move must be associated with the move of one or more associated Ports.
- for FRS, 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 other Company services, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (E) FRS Term Pricing Plan (Cont'd)

## (7) Moves to New Location (Cont'd)

## (b) Upgrade in Transmission Speed

A customer with an existing FRS-TPP service may move the service to a new location and upgrade to a higher FRS transmission speed, or move and upgrade to another higher speed Company service without incurring termination charges provided all of the following conditions are met:

- the new service is provided solely by the Company,
- the customer's request for disconnect of the existing and the request for new service are received at the same time,
- the customer's disconnect order for the existing service references the new connect order for the new service,
- 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 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 Ports,
- for FRS at a higher transmission speed, the new service establishes a new FRS-TPP Initial Service Period effective on the service date,
- for other Company services, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.

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.

Except as noted above, the monthly rates for the new service will be those in effect at the time the service is changed. All nonrecurring charges associated with the establishment of the new service will apply.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (E) FRS Term Pricing Plan (Cont'd)

## (8) Rate Applications

## (a) Nonrecurring Charges

If the customer chooses to convert an existing service provided on a monthly rate basis to a FRS-TPP or convert an existing service provided on a FRS-TPP to another FRS-TPP, only the FRS Access Order Charge as set forth in Paragraph 3.3.1 (Access Order Charges), preceding, will apply.

If the customer chooses to convert an existing service provided on a FRS-TPP to a monthly rate basis and has had the service for one year or more, only the FRS Access Order Charge, as set forth in Paragraph 3.3.1 (Access Order Charges) preceding, will apply. However, FRS-TPP termination charges may also apply.

If the customer chooses to convert an existing service provided on a FRS-TPP to a monthly rate basis and has had the service for less than one year, the nonrecurring charge associated with the FRS Access Link, Multiplexed Services Connection, Port and Logical Link rate elements, as listed in 4.5, and the FRS Access Order Charge, as set forth in Paragraph 3.3.1 (Access Order Charges), preceding, will apply. FRS-TPP termination charges may also apply.

## (b) Termination Charges

Customers requesting to discontinue services provided under a FRS-TPP, prior to the expiration of the Initial Service Period, will incur termination charges as follows:

<u>FRS-TPP Service Period</u>	<u>Termination Percentage</u>
3 Years	50%
5 Years	50%
7 Years	50%

The termination charge for an Initial Service Period will be calculated as follows:

$$\begin{array}{r} \text{(Billed} \\ \text{(monthly} \\ \text{(rate} \end{array} \times \begin{array}{r} \text{Months} \\ \text{remaining in} \\ \text{service period)} \end{array} ) \times \begin{array}{r} \text{Termination} \\ \text{percentage} \end{array} = \begin{array}{r} \text{Termination} \\ \text{Charge} \end{array}$$

Example: A customer with a \$1,000 FRS-TPP monthly rate terminates service with 5 months remaining in a 3-Year service period. The termination charge would be calculated as follows:

$$(\$1,000 \times 5) \times .50 = \$2,500$$

The termination charge would be \$2,500.

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.4 Rate Regulations (Cont'd)

## (E) FRS Term Pricing Plan (Cont'd)

## (8) Rate Applications

## (b) Termination Charges (Cont'd)

In the event service is discontinued prior to the expiration of an Extended Service Period, termination charges will apply.

The termination charge for an Extended Service Period will be calculated as follows:

$$\begin{array}{r} \text{Number of} \\ \text{months used} \\ \text{of Extended} \\ \text{Service Period} \end{array} \times \begin{array}{r} \text{(Current} \\ \text{Monthly} \\ \text{Rate)} \\ \text{FRS-TPP} \\ \text{Monthly} \\ \text{Rate)} \end{array} - \begin{array}{r} \text{FRS-TPP} \\ \text{Monthly} \\ \text{Rate)} \end{array}$$

Example: A customer with a \$1,000 FRS-TPP monthly rate extends the FRS-TPP for an additional 12 months, then terminates service at the end of the 4th month of the Extended Service Period. The current monthly rate is \$1,200. The termination charge will be calculated as follows:

$$4 \times (\$1,200 - \$1,000) = \$800$$

The termination charge would be \$800.

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



FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges

## (A) Monthly

(1) Access Link	<u>Rate Per Month</u>
Per Access Link	
56 Kbps (L7A5X)	\$72.00
64 Kbps (L7A0X)	72.00
128 Kbps (L7APX)	145.00
256 Kbps (L7AQX)	145.00
384 Kbps (L7A6X)	165.00
512 Kbps (L7ARX)	165.00
768 Kbps (L7ASX)	165.00
1.536 Mbps (L7A7X)	165.00
	<u>Nonrecurring Charge</u>
56 Kbps, first	\$350.00
56 Kbps, additional	306.00
64 Kbps, first	320.00
64 Kbps, additional	246.00
128 Kbps, first	675.00
128 Kbps, additional	456.00
256 Kbps, first	675.00
256 Kbps, additional	456.00
384 Kbps, first	675.00
384 Kbps, additional	456.00
512 Kbps, first	675.00
512 Kbps, additional	456.00
768 Kbps, first	675.00
768 Kbps, additional	456.00
1.536 Kbps, first	675.00
1.536 Kbps, additional	456.00

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (A) Monthly (Cont'd)

	<u>Rate Per Month</u>
(2) Multiplexed Services Connection	
Per Connection	
56 Kbps (MXQ5X)	\$18.06
64 Kbps (MXQOX)	18.06
1.536 Mbps (MXQ7X)	0.00
	<u>Nonrecurring Charge</u>
56 Kbps, first	\$185.00
56 Kbps, additional	130.00
64 Kbps, first	185.00
64 Kbps, additional	130.00
1.536 Kbps, first	332.00
1.536 Kbps, additional	280.00

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (A) Monthly (Cont'd)

	<u>Rate Per Month</u>
(3) Port	
Per UNI Port	
56 Kbps (P7E5X)	\$87.00
64 Kbps (P7E0X)	87.00
128 Kbps (P7EPX)	110.00
256 Kbps (P7EQX)	120.00
384 Kbps (P7E6X)	130.00
512 Kbps (P7ERX)	190.00
768 Kbps (P7ESX)	260.00
1.536 Mbps (P7E7X)	410.00
Per NNI Port	
128 Kbps (NNPPX)	110.00
256 Kbps (NNPQX)	120.00
384 Kbps (NNP6X)	130.00
512 Kbps (NNPRX)	190.00
768 Kbps (NNPSX)	260.00
1.536 Mbps (NNP7X)	410.00
	<u>Nonrecurring Charge</u>
56 Kbps	\$45.00
64 Kbps	45.00
128 Kbps	45.00
256 Kbps	45.00
384 Kbps	45.00
512 Kbps	45.00
768 Kbps	45.00
1.536 Mbps	45.00

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (A) Monthly (Cont'd)

(4) Logical Link	<u>Rate Per Month</u>
Per Logical Link	
56 Kbps (L8G5X)	\$8.00
64 Kbps (L8G0X)	8.00
128 Kbps (L8GPX)	12.00
256 Kbps (L8GQX)	15.00
384 Kbps (L8G6X)	20.00
512 Kbps (L8GRX)	28.00
768 Kbps (L8GSX)	40.00
1.536 Mbps (L8G7X)	50.00
	<u>Nonrecurring Charge</u>
56 Kbps, first	\$75.00
56 Kbps, additional	75.00
64 Kbps, first	75.00
64 Kbps, additional	75.00
128 Kbps, first	75.00
128 Kbps, additional	75.00
256 Kbps, first	75.00
256 Kbps, additional	75.00
384 Kbps, first	75.00
384 Kbps, additional	75.00
512 Kbps, first	75.00
512 Kbps, additional	75.00
768 Kbps, first	75.00
768 Kbps, additional	75.00
1.536 Kbps, first	75.00
1.536 Kbps, additional	75.00

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FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (A) Monthly (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(5) Channel Termination (for customer locations in ILEC territory)		
56 Kbps (T3FCX)	\$72.00	\$350.00
64 Kbps (T3FGX)	72.00	320.00
128 Kbps (T3FBX)	145.00	675.00
256 Kbps (T3FDX)	145.00	675.00
384 Kbps (T3FEX)	165.00	675.00
512 Kbps (T3FFX)	165.00	675.00
768 Kbps (T3FHX)	165.00	675.00
1.536 Mbps (T3FJX)	165.00	675.00

## (6) Channel Mileage (for customer locations in ILEC territory)

	<u>Fixed</u>	<u>Monthly Rate</u> <u>Per Mile</u>
56 Kbps (1Y9US)	\$45.00	\$0.65
64 Kbps (1Y9VS)	45.00	0.65
128 Kbps (1Y9WS)	47.00	10.00
256 Kbps (1Y9XS)	47.00	10.00
384 Kbps (1Y9YS)	49.00	12.00
512 Kbps (1Y9ZS)	50.00	16.80
768 Kbps (1Y91S)	50.00	16.80
1.536 Mbps (1Y92S)	50.00	16.80

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (B) FRS Term Pricing Plan (Rates Effective: March 24, 1995)

	<u>3 Year Rate Per Month</u>	<u>5 Year Rate Per Month</u>
(1) Access Link		
Per Access Link		
56 Kbps (L7A5X)	\$77.25	\$73.39
384 Kbps (L7A6X)	146.40	137.65
1.536 Mbps (L7A7X)	146.40	137.65
(2) Multiplexed Services Connection		
Per Connection		
56 Kbps (MXQ5X)	18.06	17.16
1.536 Mbps (MXQ7X)	0.00	0.00
(3) Port		
Per Port		
56 Kbps UNI (P7E5X)	63.00	61.00
384 Kbps UNI (P7E6X)	105.00	98.00
1.536 Mbps UNI (P7E7X)	367.00	345.00
1.536 Mbps NNI (NNP7X)	367.00	345.00
(4) Logical Link		
Per Logical Link		
56 Kbps (L8G5X)	6.00	4.00
384 Kbps (L8G6X)	16.00	14.00
1.536 Mbps (L8G7X)	48.00	46.00

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

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (B) FRS Term Pricing Plan (Rates Effective: March 24, 1995) (Cont'd)

	<u>3 Year Rate Per Month</u>	<u>5 Year Rate Per Month</u>
(5) Channel Termination (for customer locations in ILEC territory)		
56 Kbps (T3FCX)	\$77.25	\$73.39
384 Kbps (T3FEX)	146.40	137.65
1.536 Mbps (T3FJX)	146.40	137.65

## (6) Channel Mileage (for customer locations in ILEC territory)

	<u>3-Year<sup>/2/</sup> Monthly Rate</u>		<u>5-Year<sup>/2/</sup> Monthly Rate</u>	
	<u>Fixed</u>	<u>Per Mile</u>	<u>Fixed</u>	<u>Per Mile</u>
56 Kbps (1Y9US)	\$50.00	\$0.75	\$47.50	\$0.71
384 Kbps (1Y9YS)	47.75	16.30	44.90	15.30
1.536 Mbps (1Y92S)	47.75	16.30	44.90	15.30

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

/2/ Obsolete – Applicable to Existing Installations at Existing Locations.

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

(C) FRS Term Pricing Plan (Rates Effective: March 31, 1996)

	<u>Rate Per Month</u>		
	<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
(1) Access Link			
Per Access Link			
56 Kbps (L7A5X)	\$72.00	\$66.00	\$66.00
64 Kbps (L7AOX)	72.00	66.00	66.00
128 Kbps (L7APX)	145.00	137.75	137.75
256 Kbps (L7AQX)	145.00	137.75	137.75
384 Kbps (L7A6X)	150.00	142.50	142.50
512 Kbps (L7ARX)	140.25	132.00	132.00
768 Kbps (L7ASX)	140.25	132.00	132.00
1.536 Mbps (L7A7X)	140.25	132.00	132.00
(2) Multiplexed Services Connection			
Per Connection			
56 Kbps (MXQ5X)	18.06	17.16	17.16
64 Kbps (MXQOX)	18.06	17.16	17.16
1.536 Mbps (MXQ7X)	0.00	0.00	0.00
(3) Port			
Per UNI Port			
56 Kbps (P7E5X)	63.00	45.00	31.00
64 Kbps (P7EOX)	63.00	45.00	31.00
128 Kbps (P7EPX)	89.00	84.00	79.00
256 Kbps (P7EQX)	97.00	91.00	87.00
384 Kbps (P7E6X)	105.00	98.00	93.00
512 Kbps (P7ERX)	162.00	152.00	142.00
768 Kbps (P7ESX)	220.00	208.00	195.00
1.536 Mbps (P7E7X)	348.00	328.00	307.00
Per NNI Port			
128 Kbps (NNPPX)	89.00	84.00	79.00
256 Kbps (NNPQX)	97.00	91.00	87.00
384 Kbps (NNP6X)	105.00	98.00	93.00
512 Kbps (NNPRX)	162.00	152.00	142.00
768 Kbps (NNPSX)	220.00	208.00	195.00
1.536 Mbps (NNP7X)	348.00	328.00	307.00

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



FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (C) FRS Term Pricing Plan (Rates Effective: March 31, 1996) (Cont'd)

	<u>Rate Per Month</u>		
	<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
(4) Logical Link			
Per Logical Link			
56 Kbps (L8G5X)	\$6.00	\$4.00	\$3.00
64 Kbps (L8GOX)	6.00	4.00	3.00
128 Kbps (L8GPX)	10.00	8.00	7.00
256 Kbps (L8GQX)	13.00	11.00	10.00
384 Kbps (L8G6X)	16.00	14.00	12.00
512 Kbps (L8GRX)	24.00	20.00	18.00
768 Kbps (L8GSX)	32.00	28.00	25.00
1.536 Mbps (L8G7X)	48.00	46.00	43.00
(5) Channel Termination (for customer locations in ILEC territory) <sup>/2/</sup>			
Per Channel Termination			
56 Kbps (T3FCX)	72.00	66.00	66.00
64 Kbps (T3FGX)	72.00	66.00	66.00
128 Kbps (T3FBX)	145.00	137.75	137.75
256 Kbps (T3FDX)	145.00	137.75	137.75
384 Kbps (T3FEX)	150.00	142.50	142.50
512 Kbps (T3FFX)	140.25	132.00	132.00
768 Kbps (T3FHX)	140.25	132.00	132.00
1.536 Mbps (T3FJX)	140.25	132.00	132.00

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/2/ Obsolete – Applicable to Existing Installations at Existing Locations.

FRAME RELAY SERVICE (FRS) (Cont'd) <sup>/1/</sup>

## 4.5 Rates and Charges (Cont'd)

## (C) FRS Term Pricing Plan (Rates Effective: March 31, 1996) (Cont'd)

	<u>Rate Per Month</u>		
	<u>3 Year</u>	<u>5 Year</u>	<u>7 Year</u>
(6) Channel Mileage (for customer locations in ILEC territory) <sup>/2/</sup>			
Fixed			
56 Kbps (1Y9US)	\$45.00	\$37.50	\$37.50
64 Kbps (1Y9VS)	45.00	37.50	37.50
128 Kbps (1Y9WS)	45.00	44.65	44.65
256 Kbps (1Y9XS)	45.00	44.65	44.65
384 Kbps (1Y9YS)	49.00	46.55	46.55
512 Kbps (1Y9ZS)	46.00	43.50	43.50
768 Kbps (1Y91S)	46.00	43.50	43.50
1.536 Mbps (1Y92S)	46.00	43.50	43.50
Per Mile			
56 Kbps	0.65	0.59	0.59
64 Kbps	0.65	0.59	0.59
128 Kbps	10.00	9.50	9.50
256 Kbps	10.00	9.50	9.50
384 Kbps	12.00	11.40	11.40
512 Kbps	14.28	13.44	13.44
768 Kbps	14.28	13.44	13.44
1.536 Mbps	14.28	13.44	13.44

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

/2/ Obsolete – Applicable to Existing Installations at Existing Locations.

SPECIAL CONSTRUCTION <sup>/1/</sup>

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

SPECIAL CONSTRUCTION <sup>/1/</sup>

## 5.1 Ownership of Facilities

The Company providing specially constructed facilities under the provision of this guidebook retains ownership of all such facilities.

## 5.2 Interval to Provide Facilities

Based on available information and the type of service ordered, the Company will establish a completion date for the specially constructed facilities. If the scheduled completion date cannot be met due to circumstances beyond the control of the Company, a new completion date will be established and the customer will be notified.

## 5.3 Conditions Requiring Special Construction

Special construction is required when (1) facilities are not available to meet an order for service, (2) the Company constructs facilities, and (3) one or more of the following conditions exist:

- A. The Company has no other requirement for the facilities constructed.
- B. It is requested that service be furnished using a type of facility, or via a route, other than that which the Company would normally utilize in furnishing the requested service.
- C. More facilities are requested than would normally be required to satisfy an order.
- D. It is requested that the construction be expedited, resulting in added cost to the Company.
- E. The Company provides additional entrance facilities and/or demarcation arrangements beyond the standard of one provisioned at the normal guidebook rate.

## 5.4 Rates and Charges

## 5.4.1 Case Preparation Charge

A nonrecurring charge applies to cover the administrative expenses associated with preparing a special construction case.

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

SPECIAL CONSTRUCTION (Cont'd) <sup>/1/</sup>

## 5.4 Rates and Charges (Cont'd)

## 5.4.2 Construction Charges

The Company has the option of collecting the construction charges as follows:

- A. In one lump sum payment prior to the start of construction.
- B. ½ of the total charges prior to the start of construction, with the balance due upon completion of the construction project.
- C. Total charges prorated over a period not to exceed 12 months.

## 5.4.3 Special Construction of Facilities for Use for Less Than One Month

When the Company is requested to construct facilities to provide service for less than one month, a nonrecurring charge applies. In addition to the case preparation charge component, this nonrecurring charge recovers all elements of cost, including engineering, shipping of equipment, equipment installation, line-up, equipment leasing, space rental, equipment removal, and any other costs associated with the construction of the facilities.

## 5.4.4 Cancellation Charge

This charge applies when the customer cancels the special construction prior to the start of construction. This charge includes all nonrecoverable costs incurred by the Company in association with the special construction up to and including the time of cancellation.

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

SPECIALIZED SERVICE OR ARRANGEMENTS <sup>/1/</sup>

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

SPECIALIZED SERVICE OR ARRANGEMENTS <sup>/1/</sup>

## 7.1 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.

## 7.2 Rate Regulations

Rates and Charges for Specialized Service or Arrangements are provided on an individual case basis (ICB). The customer has one-hundred and eight (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 Kansas Access Service Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MAINTENANCE OF SERVICE <sup>/1/</sup>

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



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 ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MAINTENANCE OF SERVICE <sup>/1/</sup>

Paragraph 8 addresses Additional Engineering, Additional Labor and Maintenance of Service.

The specific rates and charges for these activities are set forth in Paragraph 8.4 (Rates and Charges).

For the purposes of Paragraph 8 the terms "Basic Time", "Overtime" and "Premium Time" are defined as follows:

<u>Basic Time</u>	Work related efforts of the Company performed during normally scheduled working hours.
<u>Overtime</u>	Work related efforts of the Company performed outside of a normally scheduled work day.
<u>Premium Time</u>	Work related efforts of the Company performed outside of a normally scheduled work week.

### 8.1 Additional Engineering

Additional Engineering will be provided by the Company at the request of the customer only when:

- Additional engineering time is incurred by the Company to engineer a customer's request for customized services.

The Company will notify the customer that Additional Engineering Charges will apply before any additional engineering is undertaken.

Additional Engineering Charges apply on a first and additional basis for each half hour or fraction thereof. If more than one engineer is involved in the same additional engineering project, the total amount of time for all engineers involved will be aggregated prior to the distribution of time between the "First Half Hour of Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

### 8.2 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Company as set forth in 8.2.1 through 8.2.4 following.

The Company will notify the customer that Additional Labor Charges as set forth in 8.4 (Rates and Charges) will apply before any additional labor is undertaken. Additional Labor Charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is involved in the same Additional Labor Project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

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

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ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MAINTENANCE OF SERVICE (Cont'd) <sup>/1/</sup>

8.2 Additional Labor (Cont'd)

A call-out of a Company employee for Additional Labor at a time not consecutive with the Company's Business Day is subject to a minimum charge of four hours, i.e., when Overtime and/or Premium Time charges apply.

For Testing and Maintenance Services, if the customer elects not to release a circuit during the Company's Business Day, the Company will work with the customer to reach a mutually agreed upon time.

8.2.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

8.2.2 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

8.2.3 Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

8.2.4 Other Labor

Other Labor is that additional labor not included in 8.2.1 through 8.2.3 preceding, including, but not limited to labor incurred to extend the Point of Termination as set forth in 2.1.4 (Provision of Services) preceding, and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other paragraph of this tariff.

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

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**ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MAINTENANCE OF SERVICE (Cont'd) <sup>/1/</sup>****8.3 Maintenance of Service**

- (A) If trouble occurs with a customer's service, the customer should first determine whether the trouble is in the customer's own equipment and/or facilities. If the customer determines the trouble is in the Company's equipment and/or facilities, the customer should issue a trouble report to the Company.
- (B) When a customer issues a trouble report to the Company for clearance and no trouble is found in the Company's equipment and/or facilities, the customer shall be responsible for payment of a Maintenance of Service Charge for the period of time when Company personnel are dispatched. No charge will apply if Company personnel fail to find trouble in Company equipment and/or facilities and the trouble is actually in the equipment and/or facilities, but not discovered on the initial dispatch.
- (C) The customer shall be responsible for payment of a Maintenance of Service Charge when the Company dispatches personnel, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company, unless covered under a separate maintenance agreement.
- (D) If the customer issues a trouble report allowing the Company access to the customer's or the customer's end user(s) premises and Company personnel are dispatched but denied access to the premises, then the Maintenance of Service Charge will apply for the period of time that Company personnel are dispatched. Subsequently, if Company personnel are allowed access to the premises, provision in (B) and (C) preceding will apply.
- (E) In either (B), (C) or (D) preceding, the Maintenance of Service Charge shall include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- (F) Maintenance of Service Charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

A call-out of a Company employee at a time not consecutive with the Company's Business Day is subject to Overtime and/or Premium Time.

- (G) No credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

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

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 ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MAINTENANCE OF SERVICE (Cont'd) <sup>/1/</sup>

## 8.4 Rates and Charges

## 8.4.1 Additional Engineering

<u>Additional Engineering Period</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time	AEH	\$75.28	\$22.00
Overtime	AEH	78.61	25.33

## 8.4.2 Additional Labor

## A. Installation

Overtime	ALH	56.67	23.25
Premium Time	ALH	60.06	26.64

## B. Stand By

Basic Time	ALT	0.00	19.86
Overtime	ALT	0.00	23.25
Premium Time	ALT	0.00	26.64

## C. Testing and Maintenance With Other Telephone Companies or Other Labor

Basic Time	ALK	73.14	19.86
Overtime	ALK	76.53	23.25
Premium Time	ALK	79.92	26.64

## 8.4.3 Maintenance of Service

<u>Maintenance of Service Period</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time	MVV	73.14	19.86
Overtime	MVV	76.53	23.25
Premium Time	MVV	79.92	26.64

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