

## 1. APPLICATION OF REGULATIONS AND RATES

## A. CHANNEL SERVICES FURNISHED BY THE COMPANY

This guidebook contains the regulations and rates applicable to intrastate, IntraLATA Dedicated Communications Channel Services (i.e., Analog Private Line) furnished or made available by SBC Wisconsin, hereinafter referred to as the Company, over facilities wholly within or partly within and partly without the State of Wisconsin or between two or more points within the State of Wisconsin where the respective wire centers of such points are located in Wisconsin.

## B. FACILITIES OF OTHER COMPANIES

This guidebook contemplates that the Company will secure facilities from independent companies in areas where the Company has no facilities available, in order that the Company may furnish to the customers complete Channel Services between specified locations.

When the Company and the independent company(s) involved in provisioning these services change to a meet point multiple billing arrangement, the circuits provided by those companies shall be multiple billed. Under the meet point multiple billing arrangement, the independent company(s) involved shall bill at the independent company(s) guidebook rates for the portion of the circuits in independent company territory.

## 2. DEFINITION OF TERMS

Certain terms used generally throughout the guidebooks for intrastate Bell Channel Services of the Company are defined below;

### Abbreviated Dialing

Enables the user to address an NTN by inputting a one- to four-character alpha-numeric code preceded by a period.

### Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to, the conductors in the communications path of the Company facilities. These devices may not replace any of the component parts of the Company facilities or equipment nor be injurious to the telecommunications network.

## 2. DEFINITION OF TERMS (Cont'd)

Asynchronous

Character framed data. This is a transmission method where each character has one start and one or more stop bits which allow the information to be transmitted a character at a time.

Baud

A unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

Bell Channel Services Network

Two or more special channel units of the same type furnished to one customer and reaching one or more common service points. The lines may be operated separately or they may be connected or connectable by means of a switching arrangement.

Bit

The smallest unit of information in the binary system of notation.

Bursty Traffic

Communications traffic characterized by short periods of high intensity separated by fairly long intervals of little or no network utilization.

2. DEFINITION OF TERMS (Cont'd)

CCITT

International Telegraphy and Telephony Consultative Committee.

Channel

A path (or paths) for transmission, furnished in such manner as the Company may elect.

2. DEFINITION OF TERMS (Cont'd)

Connecting Company

A Company authorized to provide Exchange Telecommunications Service that engages in the provision of Bell Channel Service solely through connection with facilities of the Company.

Continuous Property

A continuous plot of ground, including any buildings thereon, which is used exclusively by the customer or user and which is not divided by a public thoroughfare or natural division (such as a river, lake, etc.).

## 2. DEFINITION OF TERMS (Cont'd)

### Coordinating Facilities

Those facilities used for communication between stations on program networks to enable the customer to pass information necessary for the proper handling of his program.

### Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with Company regulations.

### Customer-Provided Communications Systems

Facilities provided by the customer or user which are capable, when not connected to Bell Channel Service, of communications between customer-provided terminal equipment.

### Customer-Provided Equipment (CPE)

Communications devices, apparatus and their associated wiring, provided by a customer or user which do not constitute a communications system.

### Data Circuit Terminating Equipment (DCE)

A modem or any other device used to convert digital signals to a format which can be transmitted over a given transmission medium.

### Data Switching

The switching of data (non-voice) messages by the interchange, controlling and routing of data messages between two or more stations, via communications facilities, wherein the information content of the message remains unaltered.

### Data Terminating Equipment (DTE)

Devices (such as terminals, clusters of terminals or a host computer) on the customer's premises, which transmit or receive asynchronous, synchronous, character or bit-oriented data messages.

## 2. DEFINITION OF TERMS (Cont'd)

Digital Access Line

A path for digital transmission furnished within the serving area of a digital city between the Principal Telephone Company Central Office and the customer's or user's premises.

Digital City

A city in which a Principal Telephone Company Central office is located and serves a specific geographic area for Bell Channel Service.

Digital City Serving Area

A specific geographic area served in and around a Digital City.

Digital City Rate Center

A specified geographical location in a Digital City from which mileage measurements are determined for the application of channel and digital Access Line mileage rates.

Digital Terminating Equipment (DTE)

Terminal equipment located on the customer's premises. DTE includes the Channel Service Unit (CSU) and other customer provided terminal equipment.

## 2. DEFINITION OF TERMS (Cont'd)

Distributing Center

Amplifying and bridging equipment employed to connect the various local sections of a multi-point loud speaker network.

Duplex Service (Also Known as Full Duplex Service)

Service which provides for simultaneous transmission in both directions.

Equalization

The procedure applied to a program transmission channel so that the component frequencies of the program material transmitted have about the same relationship at the two ends of the channel.

Exchange

A unit established for the administration of communication service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more wire centers together with the associated plant used in furnishing communication service within that area.

Exchange Area

The territory served by an exchange.



## 2. DEFINITION OF TERMS (Cont'd)

Grandfathered

Refers to services offered under guidebook that are no longer available for new subscription. Current customers of the service may continue to use their existing service until an established withdrawal date.

Half-Duplex Service

Service which provides for transmission alternately in either direction, or for transmission in one direction only.

Holding Time

Holding time begins when the call originator receives acknowledgement that the call has been accepted by the terminating address. Holding time ends when the call originator receives acknowledgement that the call has been cleared.

## 2. DEFINITION OF TERMS (Cont'd)

Hunt Group

An association of ports with a single or multiple NTN's. Two features are available. The homing feature allows terminating calls to be distributed sequentially over the ports. Non-homing allows terminating calls to be distributed equally over the ports.

Interface

The physical device on the premises of the customer or user at which provision is made for connection of other than Company-provided facilities to facilities provided by the Company.

Inter-Wire Center Channel (IWCC)

A path for transmission between two wire centers that are located in the same LATA.

Isochronous Transmission

Transmission with timing derived from the signal carrying the data. No timing or clock lead is provided at the customer interface.

Kbps

Kilobits per second.

Local Access and Transport Area (LATA)

A geographic area established by the Company for the provision and administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

## 2. DEFINITION OF TERMS (Cont'd)

Local Distribution Channel (LDC)

A path for transmission between a customer's or user's premises and the wire center serving the premises.

Monthly Detailed Connection File

The capability can be provided to customers to receive a magnetic tape containing detailed call completion records associated with all customer direct within an account. This file is only available to the customer being billed for the service and contains all network usage.

Move

A change on the same premises in the physical location of Company provided facilities initiated at the request of the customer without discontinuance of service. Moves of Bell Channel Services essentially involve an inside wiring order unless otherwise noted in this guidebook.

Network Address (NA)

Numeric character sequence used to identify the originating and terminating locations of each user's DTE.

## 2. DEFINITION OF TERMS (Cont'd)

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denomination, coin collect and return tones) to control the operation of switching machines in the telecommunications systems.

2. DEFINITION OF TERMS (Cont'd)

Octet

Eight bits of information.

## 2. DEFINITION OF TERMS (Cont'd)

### Premises

The space occupied by a customer or user in a single building or in connecting buildings not separated by a public highway or in a group of buildings on continuous property of the customer.

### Principal Telephone Company Central Office

The central office in a Digital City to which Digital Access Lines of a specific geographic area are routed and where access is provided to such lines and associated equipment for testing purposes.

### Private Branch Exchange (PBX)

An arrangement of customer-provided switching equipment located on a customer's premises providing for communications between stations and between stations and other facilities e.g., central office trunks and Bell Channel Services.

### Protocol

A set of rules for conducting interactions between two or more parties. These rules consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

### Protocol Conversion

The process of changing the data communications protocol at one port termination to a different data communications protocol at another port termination (e.g., asynchronous to synchronous).

## 2. DEFINITION OF TERMS (Cont'd)

Route Miles

The total of cable sheath feet shown in the Company's location records from the demarcation point at the customer's premises to the serving wire center. This total footage is divided by 5,280 feet and then shown out two decimal places and rounded to the next higher quarter route mile. This is for per quarter route mile billing.

Same Building

A structure built as a unit. Abutting buildings are treated as the "Same Building" when there is free internal access between the buildings.

Section of a Network

The individual channels between the studio and the first distributing center, between distributing centers, or between a distributing center and the loud speaker locations served therefrom.

Serving Wire Center

The wire center from which a customer or user would normally be served for local exchange telecommunications service.

Software

Any of the routines, programs and instructions required to use computers.

## 2. DEFINITION OF TERMS (Cont'd)

Station

A location at which a Bell Channel Service is terminated.

Station Connection

Amplifying equipment and services including special supervision which may be required when a station transmits a program to or receives a program from an interexchange network.

Studio

The premises of a customer in which program material regularly originates for transmission to loud speakers or is received for sound recording.

Switch Termination

A line port on a central office based circuit switch.

Synchronous

A data transmission method where sending and receiving devices operate continuously in step with each other and are maintained by means of correction if necessary, in a desired timing.

Telephone Company (or Company)

Wisconsin Bell, LLC.

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## 2. DEFINITION OF TERMS (Cont'd)

Termination

The discontinuance, either at the request of the customer or by the Company under its regulations concerning cancellation for cause, of service or facilities (including channels) provided by the Company.

Tie Trunk

A voice grade communication channel between PBX systems, Centrex systems or between PBX and Centrex systems.

Uniform Service Order Code (USOC)

A three or five character code used to identify a specific item of service. USOCs are used in the Company billing system to generate rates and charges for items of service.

User

An individual, firm or corporation (other than the customer) authorized by the customer to be connected to the customer's Bell Channel Service.

## 2. DEFINITION OF TERMS (Cont'd)

Wire Center

A building in which Company facilities used for the provision of Telephone Exchange Services for an area are located.

Wire Center Channel

A path for transmission furnished between two customer or user locations where both premises are located within the same wire center serving area.

Wire Center Serving Area

That geographic area within an exchange which is provided telephone service from a wire center.

## 3. UNDERTAKING OF THE COMPANY

## 3.1 SCOPE

## A. GENERAL

BELL Channel Service is the provision of Company facilities for communications between specified locations. The facilities may be those of the Company, or those of other connecting companies and the Company. The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communication.

## B. SERVICE PERIOD

BELL Channel Services are furnished on a 24 hour per day, 7 days per week basis, with a minimum service period of one month, unless a longer period is specified.

### 3. UNDERTAKING OF THE COMPANY (Cont'd)

#### 3.2 LIMITATIONS

The use and restoration of service shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities. Subject to compliance with the aforementioned rules, where a shortage of channels or equipment exists at any time either for temporary or protracted periods, the establishment of long distance message telecommunications service and exchange telecommunications service shall take precedence over all other services

#### 3.3 LIABILITY

In view of the fact that the customer has exclusive control of communications over facilities furnished by the Company, and of the other uses for which facilities may be furnished by the Company, and because there are unavoidable errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified in A, B, C, D and E following.

##### A. GENERAL

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, termination, maintenance, repair, or restoration of service, 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 shall be in addition to any amounts that may otherwise be due the customer under this guidebook as an allowance for interruptions.

However, the Company's failure to provide or maintain services under BELL Channel Services guidebook shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God or other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth elsewhere in this guidebook.

## 3. UNDERTAKING OF THE COMPANY (Cont'd)

## 3.3 LIABILITY (Cont'd)

## B. INDEMNIFICATION

The customer indemnifies and saves the Company harmless against:

1. claims for libel, slander and infringement of copyright arising from the material transmitted over its facilities;
2. claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Telephone Company; apparatus and systems of the customer; and
3. all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

## C. OTHER COMPANY ACT OF OMISSION

The Company is not liable for any act or omission of the other Company or Companies furnishing a portion of the service.

## D. EXPLOSIVE ATMOSPHERE INDEMNIFICATION

The Company does not guarantee nor make any warranty with respect to services provided by it for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said service so provided. The Company may require each customer to sign an agreement for the furnishing of such service as a condition precedent to the furnishing of such service.

## E. NON-NEGLIGENT DEFACEMENT OR DAMAGE

The Company is not liable for any defacement of or damage to the premises of a customer or user resulting from the furnishing of BELL Channel Services associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

## 3. UNDERTAKING OF THE COMPANY (Cont'd)

## 3.4 PROVISION OF SERVICE

## A. GENERAL

The Company will provide all facilities necessary for BELL Channel Service to the point of minimum penetration of the customer's or user's premises. Wiring within these premises, inside wiring, will be provided in accordance with F.C.C. regulations. Terminal equipment or communication systems for use with BELL Channel Service will be customer provided.

1. Transmission parameters for circuits will be measured at the point of minimum penetration. Company practices are intended to sustain transmission parameters for subvoice grade and voice grade channels to a single point of termination on the customers' premises. Multiple terminations of channels using inside wire are permitted; however, transmission parameters for such multiple terminal channels cannot be assured. Equipment that regenerates circuit transmission for multiple terminations and/or longer than inside wiring design standards will be provided by the customer in accordance with F.C.C. regulations.
2. When the Company provided interface must, for regulatory or Company reasons, be located closer to the customer's equipment than the point of minimum penetration, inside wire between the point of minimum penetration and the interface must meet appropriate Company standards, otherwise, transmission parameters will not be supported beyond the point of minimum penetration.
3. Customer provided equipment must operate within the transmission parameters of the channel facilities furnished.
4. Equipment located on the Company's premises, e.g. central offices, used to provide BELL Channel Services will be provided by the Company.

## 3. UNDERTAKING OF THE COMPANY (Cont'd)

## 3.4 PROVISION OF SERVICE (Cont'd)

## B. OWNERSHIP OF EQUIPMENT

Facilities on the premises of a customer or user furnished by the Company are the property of the Company.

## C. MAINTENANCE AND REPAIRS

The Company undertakes to maintain and repair the facilities which it furnishes. The customer shall be responsible for damages to facilities of the Company caused by negligence or willful act of the customer or user. The customer or user may not rearrange, disconnect, remove or attempt to repair, or permit others to rearrange, disconnect, remove or attempt to repair any equipment installed by the Company except upon the written consent of the Company.

## D. POWER SUPPLY

When Company equipment, installed on the premises of a customer or user, requires power for its operation, the customer or user is required to provide power wiring and power outlets at the locations where the equipment is to be installed.

## E. COMBINATIONS OF CHANNELS USED FOR A SINGLE PURPOSE

Where a combination of two or more channels is necessary to provide channel facilities for a single purpose, charges are determined upon the basis of the types and number of channels required.

## F. PROTECTIVE EQUIPMENT

Special protection may be required for channels furnished at power generating stations, substations, or other locations which may be subject to high ground potential during fault conditions. When the Company determines that protective equipment is required, it will be furnished, installed and maintained by the Company at the appropriate rates and charges as set forth in Section 2 of this Part.

**3. UNDERTAKING OF THE COMPANY (Cont'd)****3.5 CONSTRUCTION CHARGES**

All rates and charges quoted in this guidebook provide for the furnishing of service or channels when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the service or channel does not warrant the Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of such costs and/or to contract for the service or channels for a sufficient period to warrant the construction, depending upon the circumstances in each case.

**3.6 INSTALLATION OR REPAIR STAND-BY**

All rates and charges quoted in this guidebook provide for installation of service scheduled upon receipt of a customer order, and for dispatch of personnel to perform maintenance and repair upon receipt of a trouble report from a customer, except as maintenance and repair may result from Company initiated activity. Where a customer requests Company personnel be available at a customer premises on a stand-by basis, time, including travel time and overtime premiums, as appropriate, will be charged to the customer in addition to any other appropriate rates and charges applicable to the services ordered.

**3.7 TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM**

The Telecommunications Service Priority (TSP) System is a service developed to meet the requirements of the Federal Government, which provides the regulatory, administrative, and operational framework for the priority installation and/or restoration of the National Security Emergency Preparedness (NSEP) telecommunications services. The TSP System applies only to NSEP telecommunications services and requires and authorizes priority action by the Company providing such services.

Priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission (FCC) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" Office of Emergency Communications (OEC) Handbook 3-1-2 dated December 1, 1989. Regulations and rates and charges for TSP are as set forth in Part 8, Section 5.

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## 3. UNDERTAKING OF THE COMPANY (Cont'd)

## 3.8 SPECIAL SERVICE ARRANGEMENTS

Special equipment and service arrangements for which provision is not otherwise made in these guidebooks are furnished whenever practicable, if in connection with and not detrimental to any of the services furnished by the Company under these guidebooks, at charges based on cost when such special services are to meet the unique requirements of a small number of customers. Charges apply as specified in Part 2, Section 7, for "Special Service Arrangements."

## 4. OBLIGATIONS OF THE CUSTOMER

## 4.1 CUSTOMER RESPONSIBILITIES

## A. DAMAGES AND THEFT

Customers must fully compensate the Company for damages to Company provided facilities caused by negligence or willful act of the customer or user. Customers or users must also reimburse the Company for any loss through theft of facilities, equipment or apparatus on the customer's or user's premises.

## B. POWER

Power, including appropriate outlets, required to operate Company facilities installed on the premises of the customer or user must be provided by the customer or user. This includes the provision of apparatus lighting.

## C. EXPLOSIVE ATMOSPHERE

Customers must provide and maintain sealed conduit with explosion-proof fittings for services furnished by the Company in explosive atmospheres and to points outside of the hazardous area where connection may be made with regular facilities of the Company. Customers may be required to install and maintain Company services within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.



## 4. OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 4.1 CUSTOMER RESPONSIBILITIES (Cont'd)

## D. PREMISES ACCESS

Customers must obtain permission for Company agents or employees to enter the premises of the customer or user at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing, the facilities of the Company. Access, for these purposes, to the land or common areas of a multi-premises building must also be arranged by the customer.

## E. FACILITY MAINTENANCE AVAILABILITY

Company provided facilities must be made available periodically for maintenance purposes at a time agreeable to both the Company and the customer.

## 4.2 TRANSFER OF SERVICE

The service or any rights associated therewith may not be assigned or in any manner transferred.

## 5. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE

## 5.1 PAYMENT OF CHARGES AND DEPOSITS

The regulations set forth in Part 2, Section 2, for "Payment for Service" apply when appropriate.

## 5.2 CANCELLATION FOR CAUSE

The regulations set forth in Part 2, Section 2, for "Termination of Service" apply when appropriate.

## 5.3 MINIMUM SERVICE PERIOD AND FRACTIONAL RATES AND CHARGES

## A. MINIMUM SERVICE PERIOD

The minimum service period is the minimum length of time for which a customer is obliged to pay for service, facilities, and equipment whether or not retained in place by the customer for such minimum length of time. The minimum service period from date of installation is one month, except where a longer period is specified, as shown elsewhere in these tariffs, for particular services.

## 5. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

## 5.3 MINIMUM SERVICE PERIOD AND FRACTIONAL RATES AND CHARGES (Cont'd)

## B. FRACTIONAL RATES AND CHARGES

In applying a rate involving a fraction, the fraction is carried through the entire computation of the charge for the service. When the charge so computed includes a fraction of a cent, a fraction of less than one-half cent is disregarded and a fraction of one-half cent or more is treated as one cent.

## 5.4 CANCELLATION OF APPLICATION FOR SERVICE OR TERMINATION OF SERVICE

## A. CANCELLATION OF APPLICATION FOR SERVICE

1. When an applicant cancels an application for guidebook services,
  - a. prior to the issuance of an order, no charge applies;
  - b. after an order has been issued, but prior to the start of installation, a per order non-recurring charge applies;
  - c. after installation has commenced, but prior to completion, a per order non-recurring charge applies plus the lesser of a charge equal to the estimated costs incurred in such installation less net allowances for reusable investment, or a charge equal to the non-recurring per channel charge plus recurring charges for the minimum service period including any applicable termination charges.
2. When an applicant cancels an application for special construction or special facilities,
  - a. prior to the issuance of an order, a special service arrangement charge found in Part 2, Section 7, applies,
  - b. after an order has been issued, but prior to the start of installation, a per order non-recurring charge applies in addition to the special service arrangement charge referenced in a., preceding.

## 5. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

5.4 CANCELLATION OF APPLICATION FOR SERVICE OR TERMINATION OF SERVICE  
(Cont'd)

## A. CANCELLATION OF APPLICATION FOR SERVICE (Cont'd)

## 2. (Cont'd)

- c. if there is no other requirement for the specially constructed facilities a charge equal to the costs incurred in the special construction, less net salvage, applies, except that, where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the charge for discontinuance of such services applies instead. Such charge is determined as set forth in B. following. In determining the charge, each canceled service is treated as discontinued as of the date on which it was to have been placed in service.

3. Installation or special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection there with or in preparation therefore which would not otherwise have been incurred, provided:

- a. the customer has advised the Company to proceed with the installation or special construction, and
- b. the Company has advised the customer that, in accordance with his order, it is commencing the installation or special construction.

4. Except as provided above, no charge applies for removal of service or equipment.

## B. TERMINATION OF SERVICE

1. When service is terminated by discontinuance or relocation prior to the expiration of the minimum service period,

- a. if specific termination charges are defined in the guidebook, those charges apply;
- b. For service term agreements which become effective on or after May 3, 2004, customer termination liability for cancellation of service shall be equal to:
  - Any unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
  - Fifty percent (50%) of all recurring charges for the remaining months of the customer's term
- c. For service term agreements which were in effect prior to May 3, 2004, if no termination charges are defined, full service charges apply for the unexpired portion of the minimum service period.

## 5. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

5.4 CANCELLATION OF APPLICATION FOR SERVICE OR TERMINATION OF SERVICE  
(Cont'd)

## B. TERMINATION OF SERVICE (Cont'd)

2. Service may be terminated after expiration of the initial service period upon notice being given to the Company a reasonable period in advance and upon agreement to pay the charges due to the date of termination of the service.
3. For the purposes of this guidebook in the application of termination charges, the last item installed will be considered the first to be removed.
4. Except as provided above, no charge applies for removal of service or equipment.

## 5.5 ALLOWANCE FOR INTERRUPTION

## A. CONDITIONS

1. Credit allowances are subject to the general liability provisions set forth in 3.3 preceding.
2. Credit will be allowed from the time notification is received from the customer or from the time of discovery by the Company, whichever is earlier.
3. Unless otherwise stated, credit will be allowed for interruptions comprising at least two full consecutive hours of outage.

## B. INTERRUPTION PERCENTAGE

1. Each month is considered to have 30 days, 720 hours.
2. Major fractions of the last additional hour consecutive with each first two or more hours of outage is considered a full hour.
3. The interruption percentage is the proportion of the consecutive hours of each outage, based on the preceding rules, to 720 hours.

## 5. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

## 5.5 ALLOWANCE FOR INTERRUPTION (Cont'd)

## C. CREDIT CALCULATIONS

1. For non-multipoint service, calculate the credit by multiplying the monthly charge for the service excluding charges for all equipment that may be optionally provided by the Company, the customer, or other, i.e. channel service units, by the percentage determined in B. preceding.
2. For multipoint service,
  - a. determine the monthly charges for those points affected by the outage excluding charges for equipment defined in 1 preceding.
  - b. if common equipment or services do not permit a determination as described in a. preceding, calculate an average station (service point) value by dividing the total monthly charge for the service by the total number of stations on the service; then multiply the average station value by the number of stations affected by the outage.
3. Using the monthly charges for the service affected by the outage as determined in 1. and/or 2. preceding, multiply that amount by the interruption percentage determined in B. preceding.
4. Total monthly credits may not exceed the monthly billing for the service affected by the outage.

## D. NO CREDIT ALLOWANCE

1. Credit for interruption is not allowed where the outage is caused by willful act of or due to negligence of the customer or the failure of facilities provided by the customer.
2. When facilities are made available periodically for maintenance purposes, no allowance will be made for the period during which the service is interrupted for such purpose.
3. No credit allowance will be made for interruptions of service which continue due to the failure of the customer to authorize replacement of any element of special construction. The period during which no credit allowance will be made shall begin on the seventh day after the customer receives the Company's notification of the need for such replacement and shall end on the day after the Company receives the customer's authorization for such replacement.

## 5. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

## 5.5 ALLOWANCE FOR INTERRUPTION (Cont'd)

## D. NO CREDIT ALLOWANCE(Cont'd)

4. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
5. Interruption of service due to the failure of equipment or systems provided by the customer or others.

## 6. USE

## 6.1 CHANNEL SPECIFICATIONS

## A. GENERAL

Channel specifications, defined in Section 2 of this part, indicate basic technical parameters and, sometimes, past uses for a channel type. Past uses must not be treated as a recommendation. Customer requirements vary depending on many factors. Use of the technical parameters for a circuit type is the recommended method to select the BELL Channel Service type appropriate for a customer's or user's application.

## 6.2 CHANNEL DERIVATION AND FACILITY USE

All use of Company provided facilities not otherwise defined in P.S.C. of W. tariffs or F.C.C. regulations remain for the exclusive use of Wisconsin Bell, LLC in the provision of its services. (C)  
Customers may derive additional channels only within specifications of the channel type provided to the customers. The Company makes no representation as to the suitability of channels derived by customer provided equipment.

## 7. DISTANCE MEASUREMENTS

## 7.1 INTER-WIRE CENTER CHANNELS

## A. VERTICAL AND HORIZONTAL (V&amp;H) COORDINATES

V&H grid lines have been established across the State of Wisconsin. The spacing between adjacent vertical grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1 (approximately 0.3), expressed in statute miles. A vertical (V) and horizontal (H) coordinate is computed for each wire center from its latitude and longitude location by use of appropriate map projection equations. A pair of V-H coordinates locates a wire center at the intersection of its vertical grid line with its horizontal grid line.

The Exchange Carrier Association (ECA) Tariff F.C.C. No. 4 lists the V&H coordinates for Wisconsin wire centers.

## B. DISTANCE BETWEEN TWO WIRE CENTERS

To determine the airline distance in miles between two wire centers proceed as follows (Note: the example continues from step to step):

1. Obtain the V&H coordinates for each wire center

example:	Milwaukee Broadway	5785(V)	3582(H)
	Racine Main	5836(V)	3534(H)

2. Calculate the difference between the V coordinates of the two wire centers.

example:	5836
	<u>5785</u>
	51

## 7. DISTANCE MEASUREMENTS (Cont'd)

## 7.1 INTER-WIRE CENTER CHANNELS (Cont'd)

## B. DISTANCE BETWEEN TWO WIRE CENTERS (Cont'd)

3. Calculate the difference between the H coordinates of the two wire centers

example: 
$$\begin{array}{r} 3582 \\ 3534 \\ \hline 48 \end{array}$$

4. Square the V difference found in step 2

example:  $51 \times 51 = 2601$

5. Square the H difference found in step 3

example:  $48 \times 48 = 2304$

6. Add the square of the V difference calculated in step 4 and the square of H difference calculated in step 5.

example:  $2601 + 2304 = 4905$

7. Divide the sum of the squares determined in step 6 by ten.

example:  $4905/10 = 490.5$

8. Obtain the square root of the result obtained in step 7.

example: Square root of 490.5 = 22.147235

9. The result obtained in step 8 is the distance in miles between wire centers. Since fractional miles are considered full miles, round the result up to the next integer value

example:  $22.147235 = 23$  miles

## C. DISTANCE BETWEEN MORE THAN TWO WIRE CENTERS

1. Using the steps shown in B. preceding calculate the distance between pairs of wire centers.
2. The inter-wire center mileage for that combination of airline distances connecting the wire centers which produces the lowest total inter-wire center mileage charge is to be used.



## 7. DISTANCE MEASUREMENTS (Cont'd)

## 7.2 LOCAL DISTRIBUTION CHANNELS

Local distribution channels are always measured in quarter mile increments using the direct airline route connecting the customer's or user's premises with its serving wire center. Fractional quarter miles are considered full quarter miles.

## 7.3 WIRE CENTER CHANNELS

Wire center channels are measured in quarter mile increments using the direct airline route connecting the two customer's or user's premises. Fractional quarter miles are considered full quarter miles.

## 7.4 MULTIPOINT INTRAWIRE CENTER CHANNELS

Bridging and amplification required to connect more than two points on an intrawire center channel are located in the wire center. The mileage for each service point is measured using the same method as for local distribution channels in 7.2 preceding.

**A. Application of Guidebook**

This section contains general regulations applicable to the following Dedicated Communications Services (Private Line); Base Rate Service, 128, 256 and 384 Service<sup>/2/</sup>, DS1 Service<sup>/5/</sup>, DS3 Service<sup>/5/</sup>, OC-n Point-to-Point Service, OC-n Dedicated Ring Service<sup>/6/</sup>, Central Office Multiplexing and Cross Connect Services<sup>/5/</sup>, Network Reconfiguration Service<sup>/4/</sup>, Fiber Distributed Data Interface (FDDI) Service, LAN Interconnect Service, GigaMAN®<sup>/3/</sup>, and Multi-service Optical Network Ring (MON Ring) Service<sup>/1/</sup> furnished by the Company (herein after referred to as "the Company") for intraLATA communications between specified customer (the word "customer," as used in this guidebook is used to refer to the customer, authorized user, or joint user of the service) locations and are in addition to other regulations, Nonrecurring Charges and Prices specified elsewhere in this guidebook. When reference is made in this guidebook to regulations and prices specified elsewhere in the Company's guidebook, such regulation and prices as they now exist, or as they may be revised, added to or supplemented, are hereby adopted and made a part of this guidebook. (C)

1. Private line services are provided between specified customer locations twenty-four hours daily, seven days per week, with a minimum service period of one month (from date of installation) except as otherwise specifically stated. For guidebook purposes, every month is considered to have thirty days.
2. Wherever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, prices of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange service provided by the Company.
3. Connections involving private line service may not be made except as authorized in the Connections Section of this guidebook and as described in Part 68 of the Federal Communications Commission's Rules and Regulations.

/1/ Effective December 1, 2012, Multi-service Optical (MON) Ring Service is limited to existing customers. For additional information, see Part 20, Section 15.

/2/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis.

/3/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/4/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/5/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service, DS3 Service, and Central Office Multiplexing and Cross Connect Services.

/6/ Effective December 1, 2021, 36 and 60 Month Term Payment Plans are no longer available for new or renewing subscribers of OC-n Dedicated Ring Service. (N)  
(N)

## A. APPLICATION OF GUIDEBOOK (Cont'd)

4. Each Company wire center has been assigned to a Rate Zone. A list of the Rate Zone assignments can be found in Paragraph U (Rate Zone Wire Center Assignment). For services in Section 3 with rate elements subject to zone pricing, the following conditions apply:
  - Local Distribution Channel, Channel Mileage and Channel Mileage Termination rates are dependent upon the zone assignment of the serving wire center.
  - Channel Mileage that is computed between wire centers in different rate zones will be assessed the rates in the higher rate zone.
  - Multiplexing rates will be determined by the location of the multiplexing arrangement.

**B. LIMITATIONS**

1. When it is necessary to use interexchange private lines of another Company in order to furnish a private line service, such private line service will be furnished only if satisfactory arrangements can be made with such other Company.
2. All prices listed in this guidebook provide for the furnishing of the specified service subject to the availability of suitable facilities and equipment or where the construction of such facilities or placement of equipment does not involve unusual costs. When the revenue to be derived from the service does not warrant the Company assuming the unusual costs, the customer may be required to pay all or a portion of such costs and/or to contract for the service for a sufficient period of time to warrant the construction, depending on the circumstances in each case.
3. Any equipment offered herein which has grandparented status under the FCC's Registration Program is offered and provided only to the extent of available stock, unless otherwise specified elsewhere in this guidebook. The Company will maintain the item of equipment only as long as it is repairable. When the Company determines the equipment is no longer repairable, the customer must forego further use of the equipment which will be removed by the Company.

## B. LIMITATIONS (Cont'd)

4. For items of equipment, other than those with grandparented status, which are no longer offered to new customers but which are continued in service for existing customers at the location or locations specified in the regulations for these items, the Company cannot assure that it will continue to maintain these items for more than one year beyond the date when the equipment can no longer be provided to new customers. After one year, the Company will maintain the item of equipment only as long as it is repairable. When the Company determines the equipment is no longer repairable, the customer must forego further use of the equipment which will be removed by the Company.
5. Customers may use customer provided equipment to derive additional channels from a channel furnished by the Company as long as the channel so used remains within the specifications of the channel type provided to the customer. However, the Company does not guarantee the suitability of the channel provided by it for such subdivision into additional channels by the customer.

## C. PROVISION OF SERVICE

1. All of the facilities used in providing a private line service shall be provided by the Company or by the Company and connecting telephone companies, except as stated elsewhere in this guidebook. Such facilities will be provided up to the point of minimum penetration at the customer premises. Premises wiring beyond the point of minimum penetration will be provided by the customer in accordance with FCC regulations. Terminal equipment or communications systems for use with private line services will be customer provided.
2. All use of Company provided facilities not otherwise defined in this guidebook or FCC regulations remain for the exclusive use of the Company in the provision of its service.
3. Transmission parameters for private line services will be measured at the network interface. Transmission parameters for sub-voice and voice grade channels are defined for a single point of termination on the customers premises. While multiple terminations of a channel beyond the network interface (utilizing inside wire) are permitted, transmission parameters for a channel so terminated cannot be assured. Equipment that regenerates circuit transmission for multiple terminations and/or longer than inside wiring design standards will be provided by the customer in accordance with FCC regulations.
4. If the Company provided interface must, for regulatory or other Company reasons, be located closer to the customer's equipment than the point of minimum penetration, inside wire between the point of minimum penetration and the interface must meet appropriate Company standards, otherwise, transmission parameters will not be supported beyond the point of minimum penetration.

C. PROVISION OF SERVICE (Cont'd)

5. Facilities furnished by the Company on the premises of a customer are the property of the Company.
6. Equipment located on the Company's premises used to provide a private line service will be provided by the Company.
7. Special equipment and service arrangements for which provision is not otherwise made in this guidebook will be furnished whenever practicable, if in connection with and not detrimental to any of the services furnished by the Company under this guidebook, at charges based on cost when such special service arrangements are to meet the unique requirements of a small number of customers.

## D. UNLAWFUL USE OF SERVICE

1. Termination of service shall take place after reasonable notice is provided the customer, or as ordered by the Court.
2. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the Company the written findings of a judge, then upon written request of the subscriber, and agreement to pay restoral of service charges and other applicable Service charges, the Company shall promptly restore such service.
3. Service shall not be used to:
  - Make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent;
  - Impersonate another person with fraudulent or malicious intent;
  - Call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person;
  - Transmit a message, to locate a person, or to give or obtain information without payment of the charges applicable to such use.
4. No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.



## E. LIABILITIES OF THE COMPANY

1. The Company's failure to provide or maintain services under this guidebook shall be excused by circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a service interruption as set forth elsewhere in this guidebook.
2. The Company does not undertake to transmit messages, but furnishes the use of its facilities for its customers to communicate.
3. The Company is not liable for any defacement of or damage to the premises or property of a customer resulting from the existence of facilities furnished by the Company on the premises, or the installation or removal of such facilities, unless such defacement or damage is the result of negligence of the Company.
4. When facilities or equipment of another Company are used in establishing connections to points not reached by the facilities or equipment of the Company, the Company is not liable for any act or omission of the other company.
5. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company;
  - Caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in the event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
  - Not prevented by Customer Provided Equipment (CPE), but which would have been prevented had Company-provided equipment been used. No other liability shall in any case attach to the Company.

**F. INDEMNIFICATION**

1. The Company shall be indemnified and saved harmless, including costs and reasonable attorney's fees, by the customer or customers against:
  - Claims for libel, slander, or the infringement of copyright arising directly or indirectly from material transmitted over the facilities or the use thereof;
  - Against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer;
  - Against all other claims arising out of any act or omission of the customer, in connection with the facilities provided by the Company;
  - Any liability arising out of the use of broadcast television material picked up and retransmitted to an educational television system;
  - Any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.
2. The Company will refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save harmless the Company from and against any and all loss or damage that may result to facilities or equipment furnished by the Company at such locations.

(N)

(N)

Material formerly appeared in Part 15, Section 1, Sheet Nos. 1-16.

## F. INDEMNIFICATION (Cont'd)

3. The Company does not guarantee nor make any warranty with respect to services provided by it for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said service so provided. The Company may require each customer to sign an agreement for the furnishing of such service as a condition precedent to the furnishing of such service.

**G. INSTALLATION, MAINTENANCE AND REPAIR**

1. The Company assumes all ordinary expense of installation, maintenance and repair of the facilities on the network side of the network interface for the service provided. The customer may not install, rearrange, disconnect, remove or attempt to repair or permit others to install, rearrange, disconnect, remove or attempt to repair any equipment installed by the Company on the network side of the network interface except upon written consent of the Company.
2. The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by the customer, or an authorized user, will necessitate changes in the Company's equipment, and the customer agrees to pay the Company's current charges for such changes. The Company will move the equipment to any point where the Company furnishes similar service accessible with its facilities upon written order, provided the customer agrees to pay the Company's current charges.
3. Special protection may be required for private line services furnished at power generating stations, substations, or other locations which may be subject to high ground potential during fault conditions. When the Company determines that such protective equipment is required, it will be furnished, installed and maintained by the Company at the appropriate prices as set forth elsewhere in this guidebook.

## G. INSTALLATION, MAINTENANCE AND REPAIR (cont'd)

4. Nonrecurring Charges specified in this guidebook contemplate work being performed by the Company during usual working hours on normal working days. When, at the specific request of a customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.
5. When a customer requests that Company personnel be available at a customers premises on a "stand-by" basis (e.g. at sporting events, one-time entertainment events, etc.), time, including travel time and overtime premiums (as appropriate), will be charged to the customer in addition to any other appropriate prices applicable to the service ordered.

## H. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

1. Customer provided equipment must operate within the transmission parameters of the channel facilities furnished.
2. If a customer's use of service interferes unreasonably with the service of other customers, the interfering customer will be required to take service in sufficient quantity or of a different class or grade.
3. The customer must fully compensate the Company for damages to Company provided facilities caused by negligence or willful act of the customer. The customer must also reimburse the Company for any loss through theft of facilities, equipment or apparatus on the customer premises.
4. The customer is responsible for making all arrangements for the necessary authorizations for the off-the-air pickup and use for retransmission of television program material.
5. The customer shall provide a route and support structure suitable to the Company for the entrance facility.
6. When a customer is so located that it is necessary for the Company to obtain right-of-way to furnish and maintain service, the customer may be required to pay the cost (including rental) of securing and retaining such right-of-way.
7. The Company's obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain, retain and maintain suitable rights and facilities and to provide for installation and maintenance of the necessary poles, rooftop antennas and associated mounting structures and facilities, lines, circuits and equipment.
8. When, at the request of the customer, the Company rearranges, moves or replaces existing facilities or equipment within a building or entering a building, the customer will pay all associated costs.

## H. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (Cont'd)

9. When and where Company equipment and facilities are installed on a customers premises and the equipment and facilities require floor and/or wall space, the customer shall provide, maintain and bear the expense of the following:
- Floor and wall space and any other structure or housing required for the installation, operation, maintenance, and removal of Company equipment and facilities.
  - An environment to include HVAC and power as outlined in paragraph 10 below.
  - Company access to such spaces for installing, testing, inspecting, operating, repairing or removing Company equipment, facilities and services.
  - When required, conduit and all other support structure in buildings to meet applicable building and electrical codes.
  - When required, the penetration of floors and walls and the fire stopping and sealing of pathways through floors and walls. The work must be performed in compliance with all applicable federal and state building, electrical, and safety codes.
  - The path and connection from the buildings main electrical ground and the Company protector.
  - Provide and maintain a suitable space, housing, and environment to protect equipment and facilities from damage, harm, or interference from the surrounding environment, weather or other hazards during installation, operation, maintenance, and removal of equipment and facilities.

H. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont'd)

10. When and where Company equipment is installed on a customers premises and the equipment requires power for its operation, the customer is responsible for providing a suitable supply of commercial power, including convenience outlets and lighting, at no cost to the Company.
11. See Special Construction Charges for additional obligations and responsibilities of the customer.



## I. ADVANCE PAYMENTS AND DEPOSITS

1. The Company reserves the right to require applicants to make a deposit, to be held by the Company as a guarantee of payment of guidebook charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with Company regulations as to advance payments and the prompt payment of bills on presentation. When the contract is terminated such amount of the deposit as is necessary will be applied to any indebtedness to the Company for guidebook charges. At the option of the Company, such deposit may be refunded or credited to the customer at any time prior to termination of contract.
2. The Company may at its sole discretion, in lieu of a deposit, accept a bond, in form and amount satisfactory to the Company and with sureties satisfactory to the Company, or accept other arrangements to safeguard its interests such as a guarantee by an individual or by a corporation having power under its charter to act as a guarantor.
3. In case of a cash deposit, simple interest at a rate of equivalent to the Company's current weighted average cost of capital will be paid for the period during which the deposit is held by the Company.

## J. CANCELLATION OF APPLICATION FOR SERVICE

When an applicant cancels an order for service, other than those provided by Special Construction:

1. Prior to the issuance of an order, no charges apply.
2. After the issuance of an order, Nonrecurring Charges apply as follows:
  - Canceled before the Record Issue Date (RID), the Administrative Charge applies.
  - Canceled on or after the RID, but before the Plant Test Date (PTD), the Administrative Charge and the Design and Central Office Connection Charge apply.
  - Canceled on or after the PTD, the Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge apply.

## J. CANCELLATION OF APPLICATION FOR SERVICE (Cont'd)

When an applicant cancels an order for service involving Special Construction:

1. Prior to the issuance of an order, no charges apply.
2. After the issuance of an order, but prior to the start of construction, all Nonrecurring Charges associated with the design of the Special Construction and the Administrative Charge will apply.
3. After construction has begun:
  - If there is another requirement for the specially constructed facilities, the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge will apply.
  - If there is no other use for the specially constructed facilities, a charge equal to all the costs incurred in the special construction (including overheads), less net salvage, applies in addition to the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge.
4. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

## K. DISCONNECTION OR REFUSAL OF SERVICE

The Company may disconnect or refuse service for any of the reasons stated below:

1. If the applicant is indebted to the Company for a service previously rendered or furnished.
2. Upon objection to the furnishing of service made by or on behalf of any governmental authority.
3. For failure to provide access to Company-owned service or equipment, after the Company has made a written request to do so.
4. For violation of or noncompliance with any Company rules or regulations for which the Company is authorized by guidebook to deny or refuse service.
5. Without notice in the event that the customer's use of equipment adversely affects the Company's service to others.
6. Without notice in the event that the customer's use of equipment will endanger public safety or health.

## L. TERMINATION OF SERVICE

1. Service is considered terminated by discontinuance or relocation prior to the expiration of the minimum service period, except where otherwise stated in this guidebook.
2. If specific termination charges are defined in the guidebook, these charges apply.
3. If no specific termination charges are defined, full service charges apply for the unexpired portion of the minimum service period.
4. Service may be terminated after expiration of the minimum service period upon notice being given to the Company a reasonable period in advance and upon agreement to pay the charges due to the date of termination of service.
5. For multiple like items, termination charges are applied treating the last like item installed will be considered the first to be removed.
6. Except as provided above, no charges are applied for removal of service or equipment.

**M. Assignment or Transfer of Service**

The service of a customer, or any rights associated therewith, may be assigned or transferred, with the customer's consent, only under the following conditions:

1. There is no interruption or relocation of the service.
2. The assignee or transferee assumes all outstanding indebtedness for the service and the unexpired portion of the service period originally contracted for.
3. All regulations and conditions contained in this guidebook shall apply to the assignee or transferee.

**N. Change in Service Arrangement**

If a modification of use causes a service to be re-designated from an Exchange to an Access status, such a change is allowed without incurring Termination Charges, given the following conditions are met:

- There must be no change in service locations
- The new Term Payment Plan (TPP) must be equal to or longer than the remaining time in the existing TPP<sup>/1,4,5/</sup>

(C)

Upgrades are permitted subject to underlying product guidebooks.

Nonrecurring charges associated with the service under the new jurisdiction may apply.

**O. Resale**

The Company will permit resale or sharing of private line service under the terms and conditions of this guidebook. The Customer of Record shall be liable for all charges, and the Company shall not be responsible for the allocation of usage or charges for resold/shared service. In the event of the failure of the Customer of Record to pay all charges by the due date, the users shall be jointly and severally liable for such charges.

/1/ As of October 1, 2013, Term Payment Plan terms greater than 36 months are no longer available for new or renewing subscribers of 128, 256 and 384 Service<sup>/2/</sup>, DS1 Service, DS3 Service, OC-n Point-to-Point Service, Central Office Multiplexing and Cross Connect Services, and Network Reconfiguration Service (NRS)<sup>/3/</sup>.

/2/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis.

/3/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/4/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service, DS3 Service, and Central Office Multiplexing and Cross Connect Services.

/5/ Effective December 1, 2021, 36 and 60 Month Term Payment Plans are no longer available for new or renewing subscribers of OC-n Dedicated Ring Service.

(N)

(N)

**P. MILEAGE CALCULATIONS USING V & H COORDINATES**

Mileage measurements (Channel Mileage) for purposes of Dedicated Communications Services (digital) is defined as the distance between two serving wire centers, a serving wire center and a Carrier Point of Presence (POP), or a serving wire center and either a Company hub, multiplexing location or ring node. In order to calculate mileage measurements, a mathematical process using V & H Coordinates is used.

**V & H Coordinates**

V & H grid lines have been established across the state. The spacing between adjacent vertical grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1 (approximately 0.3), expressed in statute miles. A vertical (V) and horizontal (H) coordinate is computed for each wire center from its latitude and longitude location by use of appropriate map projection equations. A pair of V & H coordinates locates a wire center at the intersection of its vertical grid line with its horizontal grid line.

The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4 lists the V & H coordinates for all state wire centers.

**Calculation**

When computing mileage distances (Channel Mileage) for Dedicated Communications Services, the following process should be used:

**EXAMPLE**

		<u>V</u>	<u>H</u>
STEP 1			
Obtain the V & H coordinates for each wire center (from NECA #4).			
Wire Center	#1	5574	2543
Wire Center	#2	5495	2508

## P. MILEAGE CALCULATIONS USING V &amp; H COORDINATES (Cont'd)

**Calculation (Cont'd)**

## EXAMPLE (Cont'd)

		<u>V</u>	<u>H</u>
STEP 2			
Calculate the difference <sup>1</sup> between the V coordinates of the two wire centers.	Difference	79	
Calculate the difference <sup>1</sup> between the H coordinates of the two wire centers.	Difference		35
STEP 3			
Square the V and H difference found in STEP 2.	Square	6,241	1,225
STEP 4			
Add the squares of the V and H differences found in STEP 3.	Add	7,466	
STEP 5			
Divide the sum of the squares determined in STEP 4 by 10.	Divide by 10	746.6	

NOTE 1: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.



## P. MILEAGE CALCULATIONS USING V &amp; H COORDINATES (Cont'd)

**Calculation (Cont'd)**

## EXAMPLE (Cont'd)

	<u>V</u>	<u>H</u>
STEP 6 Obtain the square root of the result obtained in STEP 5.	Square Root	27.3
STEP 7 The result obtained in STEP 6 is the distance in miles between wire centers. Since fractional miles are considered full miles, round the result up to the next integer value.	Distance	28 Miles

**Q. SHARED NETWORK ARRANGEMENT**

A Shared Network Arrangement is a service offering that enables a customer (the Service User) to connect subtending services to the higher speed multiplexed service of another customer (the Host Subscriber).

The following terms and conditions apply to Shared Network Arrangements:

1. The Company will maintain separate records and billing for each customer. Each customer will be billed for those elements associated with their own portion of the service configuration. Under no circumstances will the charges for individual elements be split.
2. Under the Shared Network Arrangement, the Company may share record information with the Host Subscriber pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Company as is necessary to perform billing reconciliation and/or other functions required in connection with maintaining account records.
3. When establishing service under a Shared Network Arrangement, the Host Subscriber and the Service User must coordinate with each other the design, testing and maintenance of the service; additionally, the Service User must provide to the Company the Connecting Facility Assignment (CFA) and the High Capacity Billing Account Number (HBAN) of the Host Subscriber.
4. Upon receipt of a letter of authorization for a Shared Network Arrangement from the Host Subscriber, the Company will undertake to connect the Service User's circuits to the Host Subscriber's service and to establish and maintain separate billing for the Service User's portion of the service. In the event that the Service User is requesting a subtending circuit from a Host Shared Network Arrangement with a third-party host (a cascading Shared Network Arrangement), the Service User must also obtain and provide to the Company the appropriate HBAN and CFA of the third-party host, in order to identify the complete circuit for purposes of maintenance and testing continuity.

## Q. SHARED NETWORK ARRANGEMENT (Cont'd)

5. Each customer entering into a Shared Network Arrangement is solely responsible to the Company for charges associated with that customer's portion of the shared network. Disconnection of service by the Host Subscriber does not relieve another user of the network of any obligation to pay access charges associated with the portion of the shared network to which that user subscribes. Billing for services and facilities will continue until a disconnect request from the Service User has been received by the Company. The Host Subscriber is solely responsible for notifying the connecting Service User in the event of disconnection of the host service which affects that portion of the shared network service to which the Service User has subscribed.
6. For administrative purposes, one "arrangement" under the Shared Network Arrangement offering shall be limited to the agreement between one Host Subscriber and one Service User permitting the Service User to connect a specified number of subtending circuits to one specified multiplexer on the host's service. Agreements between one Host Subscriber and two (or three, etc.) Service Users shall be deemed to comprise two (or three, etc. respectively) separate "Arrangements." However, an agreement to expand the scope of an existing Arrangement by subsequently increasing the number of subtending circuits on the same multiplexer shall not constitute a new or separate "Arrangement."
7. Shared Use as described elsewhere in this guidebook will apply to both the Host Subscriber's and Service User's portion of the service for which they are billed. Any reconciliation of shared use must be negotiated between the Host Subscribers and Service Users.

## Q. SHARED NETWORK ARRANGEMENT (Cont'd)

8. A Shared Network Arrangement shall be established between a Host Subscriber and a Service User upon the completion of the service order for the first circuit(s) in the arrangement. No Shared Network Arrangement shall be deemed to be in effect until at least one subtending circuit has been installed for the Service User. A Shared Network Arrangement shall be deemed canceled when the last subtending circuit has been disconnected.
9. When a Service User places an order that requests the connection of a subtending circuit(s) to a Host Subscriber's multiplexed service, a Processing Charge will be applied to each service connection requested. The Processing Charge applies in addition to all other applicable charges.

**R. Term Payment Plans**

The following services are offered under a Term Payment Plan (TPP):

Base Rate Service<sup>/1,9/</sup>  
 128, 256 and 384 Service<sup>/3,5/</sup>  
 DS1 Service<sup>/3,8/</sup>  
 DS3 Service<sup>/3,8/</sup>  
 OC-n Point-to-Point Service<sup>/3/</sup>  
 OC-n Dedicated Ring Service<sup>/4/</sup>  
 Fiber Distributed Data Interface (FDDI) Service  
 LAN Interconnect Service (ALIS)  
 Central Office Multiplexing and Cross Connect Services<sup>/3,8/</sup>  
 Network Reconfiguration Service (NRS)<sup>/3,7/</sup>  
 GigaMAN® Service<sup>/6/</sup>  
 Multi-service Optical Network Ring (MON Ring) Service<sup>/2/</sup>

During the length of the selected TPP, monthly prices for service ordered under the plan will automatically change (increase or decrease) as Company-initiated price changes become effective. However, under no circumstances will any price change cause the monthly price for the service to exceed the price that was in effect at the beginning of the selected TPP term.

/10/

/10/

- /1/ Effective December 1, 2006, Term Payment Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.
- /2/ Effective December 1, 2012, Multi-service Optical (MON) Ring Service is limited to existing customers. For additional information, see Part 20, Section 15.
- /3/ As of October 1, 2013, Term Payment Plan terms greater than 36 months are no longer available for new or renewing subscribers.
- /4/ All term plans for OC-n Dedicated Ring Service which are established, renewed or extended after December 13, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. Notwithstanding anything to the contrary in the previous sentence, this footnote does not apply to any term plans established after July 15, 2017. Effective December 1, 2021, 36 and 60 Month Term Payment Plans are no longer available for new or renewing subscribers of OC-n Dedicated Ring Service. (N)
- /5/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis. (N)
- /6/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.
- /7/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.
- /8/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service, DS3 Service, and Central Office Multiplexing and Cross Connect Services.
- /9/ Effective June 30, 2021, Base Rate Service is grandfathered. See Part 20, Section 15, Sheet 95 for service availability.
- /10/ Material now appears on Sheet 62.

**R. Term Payment Plans (Cont'd)**

In addition to other regulations of this guidebook, the following terms and conditions apply to Term Payment Plans:

/4/

Term Payment Plans for Base Rate Service<sup>/1/</sup> will not be offered on circuits that are single billed with a location in an Independent Telephone Company territory.

(C)

Term Payment Plans for 128, 256 and 384 Service<sup>/2/</sup> and DS1 Service<sup>/3/</sup> will not be offered on circuits that have both locations in an Independent Telephone Company territory.

(C)

For DS3 Service<sup>/3/</sup>, only twelve-month Term Payment Plan will be offered on circuits that have both locations in an Independent Telephone Company.

/4/ (C)

When the telephone companies involved in provisioning service, change to meet point multiple billing, the TPP rates associated with the portion of the circuit in the Independent Telephone Company territory become null and void. Under the meet point multiple billing arrangement, the Independent Telephone Company(s) involved will provide billing at their guidebook rates for the portion of the circuit in their territory. The TPP for the SBC-Wisconsin portion of the circuit will remain intact. A 60-day advance notice will be sent to customers prior to a change from a single bill to multiple bill. In the event the billing is changed to meet point multiple billing and the customer chooses not to keep the TPP in effect, the customer can terminate the TPP and termination liability charges will not apply.

Changes

1. With the written permission of the Company, the obligation to pay the TPP charges may be assumed by another customer if the service has not been terminated and if the other customer intends to continue using the service at the present location and actually continues such use. Such assumption of service does not relieve or discharge the original customer from remaining jointly or severally liable with the transferee for any and all obligations existing at the time of the transfer.
2. During a customer's TPP term, conversion may be made to a new TPP term of the same or greater length or to a higher speed service so long as any product-specific upgrade criteria are met (refer to the applicable product guidebook), if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP becomes effective upon execution. Customers may also change from a Month-to-Month Payment Plan to an TPP. No credit for months under the previous TPP or under the month-to-month plan may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. Nonrecurring Charges, as appropriate, will apply for changes to the customer's service. For example, if a customer converts to a higher speed service, nonrecurring charges will apply. The prices applicable for the new term are those currently in effect for new customers.

/1/ Effective June 30, 2021, Base Rate Service is grandfathered. See Part 20, Section 15, Sheet 95 for service availability.

/4/(C)

/2/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis.

(C)

/3/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service, DS3 Service, and Central Office Multiplexing and Cross Connect Services.

(C)

/4/ Material formerly appeared on Sheet 61.

/4/

**R. TERM PAYMENT PLANS (Cont'd)****Changes (Cont'd)**

3. If a customer requests additional Primary Termination(s) and/or a Central Office Multiplexer Termination be added to an existing TPP, there are two methods available:
- The addition(s) to the circuit may be added at the month-to-month or monthly extension price (if applicable) currently in effect, or
  - The addition(s) will be governed by the original TPP date of the circuit and will be billed at the then current tariff price for the TPP items being added for the TPP term length the customer originally specified.

A customer may combine both methods on the same circuit.

4. If a modification of use causes a service to be re-designated to an Access Service status, the remaining length of the contract continues to apply.
5. During a customer's DS3 Service<sup>/1/</sup> TPP term, conversion may be made from one DS3 Service package to another larger package (e.g., DS3B to DS3C) for a new TPP term of the same or different length. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges will not apply to the original TPP term. Nonrecurring Charges as appropriate will apply. (C)

TPP prices will be applicable to only the DS3 Service Package.

/1/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS3 Service.

(N)  
(N)

**R. TERM PAYMENT PLANS (Cont'd)****Renewal Options**

1. Six months prior to completion of the customer TPP term, any term then available under the TPP may be selected at the prices currently in effect for new customers at the time of the renewal. The Customer will be charged the then current price for the renewal payment period upon execution of the new TPP.

(D)

(D)



**R. TERM PAYMENT PLANS (Cont'd)**

(D)

**R. TERM PAYMENT PLANS (Cont'd)**

(D)

**R. TERM PAYMENT PLANS (Cont'd)**

(D)

**R. TERM PAYMENT PLANS (cont'd)****Renewal Options** (cont'd)

2. If the customer does not elect a new TPP after completion of a TPP and does not request discontinuance of service, service will be continued at the monthly price then currently in effect for the Month-to-Month Payment Plan (or Monthly Extension Price for DS3<sup>/5/</sup>, OC-n Point-to-Point Service, LAN Interconnect Service (ALIS), GigaMAN® Service<sup>/4/</sup>, Fiber Distributed Data Interface (FDDI) Service or Multi-service Optical Network Ring (MON Ring) Service<sup>/2/</sup>. At a later date, the customer may elect any TPP option currently in effect for new customers.
3. Monthly extension prices for DS3 Service<sup>/5/</sup>, OC-n Point-to-Point Service, LAN Interconnect Service (ALIS), GigaMAN® Service<sup>/4/</sup>, Fiber Distributed Data Interface (FDDI) Service or Multi-service Optical Network Ring (MON Ring) Service<sup>/2/</sup> will apply only after a customer has completed a TPP term.
4. The monthly TPP prices applicable for the new term are those currently in effect for new customers.
5. There are no Nonrecurring Charges associated with renewing a TPP.

**Moves**

During a TPP term a customer may move one Local Distribution Channel (LDC) of a Base Rate<sup>/1,6/</sup>, (C) 128, 256 and 384<sup>/3/</sup>, DS1<sup>/5/</sup> or DS3<sup>/5/</sup> Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Nonrecurring Charges, as appropriate, will apply.

/1/ Effective December 1, 2006, Term Payment Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.

/2/ Effective December 1, 2012, Multi-service Optical (MON) Ring Service is limited to existing customers. For additional information, see Part 20, Section 15.

/3/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis.

/4/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/5/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service and DS3 Service.

/6/ Effective June 30, 2021, Base Rate Service is grandfathered. See Part 20, Section 15, Sheet 95 for (N)  
service availability. (N)

**R. TERM PAYMENT PLANS (Cont'd)****Renewal Options** (Cont'd)**NRS**

During a customer's TPP term, a customer may elect to include DS3<sup>/3/</sup>, DS1<sup>/3/</sup>, 128, 256 and 384<sup>/1/</sup> or a Base Rate Service<sup>/4/</sup> into the customer's Network Reconfiguration Service (NRS)<sup>/2/</sup> database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's Network Reconfiguration Service database requires that all nonrecurring charges applicable to the installation of the service apply. (C)

/1/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis.

/2/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/3/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service and DS3 Service.

/4/ Effective June 30, 2021, Base Rate Service is grandfathered. See Part 20, Section 15, Sheet 95 for service availability. (N)  
(N)

**R. Term Payment Plans (Cont'd)**Termination Charges

Customers requesting termination of service (or a leg(s) of a multi-point circuit) provided under the Term Payment Plan (TPP) prior to the expiration of the TPP term will remain liable for payment of a termination charge not to exceed the remaining obligation under the TPP. The termination charge shall become due and payable in its entirety immediately upon any such termination and will be calculated as a percentage of the monthly TPP charges for the remainder of the term as indicated below.

For service term agreements which become effective on or after May 3, 2004, customer termination liability for cancellation of service shall be equal to:

- Any unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- Fifty percent (50%) of all recurring charges for the remaining months of the customer's term

1. The termination charge for all TPP terms subscribed to prior to March 13, 2000, discontinued prior to the expiration of the selected TPP term except for:

- DS3 Service Packages
  - termination charges - see 3 following
- OC-n Dedicated Ring Service<sup>/1/</sup>
  - termination charges - see 4 following
- Fiber Distributed Data Interface (FDDI) Service and LAN Interconnect Service (ALIS)
  - termination charges - see 6 following

(C)

will be calculated as follows:

The dollar difference between the current monthly TPP price for the TPP term that could have been completed during the time the service was actually in service or the monthly price for service in place less than 12 months and the customer's current TPP price for each month the service was provided.

/1/ Effective December 1, 2021, 36 and 60 Month Term Payment Plans are no longer available for new or renewing subscribers of OC-n Dedicated Ring Service.

(N)  
(N)

**R. Term Payment Plans (Cont'd)**Termination Charges (Cont'd)

## 1. (Cont'd)

Example:

A customer subscribed to a 60-month TPP term and disconnected service during the 37th month. This customer's termination charge would be:

$$(36\text{-month TPP price} - 60\text{-month TPP price}) \times 37 = \text{Termination Charge}$$

The 36-month TPP term could have been completed during the months the service was actually in service.

All recurring rate termination charges will be based on the TPP prices in effect at the time of termination.

## 2. The termination charge for all TPP terms subscribed to after March 13, 2000, but prior to May 3, 2004, discontinued prior to the expiration of the selected TPP term except for:

- DS1 and DS3<sup>/3/</sup> TPP terms subscribed to under the TPP Renewal Program
  - as described in Renewal Options (preceding)
- DS3 Service Packages
  - termination charges – see 3 following
- OC-n Dedicated Ring Service<sup>/4/</sup>
  - termination charges – see 4 following
- Fiber Distributed Data Interface (FDDI) and Ameritech LAN Interconnect Service (ALIS)
  - termination charges – see 6 following
- Multi-service Optical Network Ring (MON Ring) Service<sup>/1/</sup> and GigaMAN® Service<sup>/2/</sup>
  - termination charges – see 7 following

(C)

/1/ Effective December 1, 2012, Multi-service Optical (MON) Ring Service is limited to existing customers. For additional information, see Part 20, Section 15.

/2/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/3/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service and DS3 Service.

/4/ Effective December 1, 2021, 36 and 60 Month Term Payment Plans are no longer available for new or renewing subscribers of OC-n Dedicated Ring Service.

(N)  
(N)

## R. TERM PAYMENT PLANS (Cont'd)

**Termination Charges** (Cont'd)

## 2. (Cont'd)

Will be calculated as the lesser of Method A or Method B as follows:

## METHOD A:

**Service discontinued in first through 11th month**

$$\begin{aligned} & ([40\% \times 12\text{-month TPP price}] \times [12 - \text{number of months in service}]) \\ & + ([12\text{-month TPP price} - \text{subscribed to TPP price}] \\ & \times \text{number of months in service}) = \text{Termination Charge} \end{aligned}$$

**EXAMPLE:**

A customer subscribed to a 36-month TPP term and disconnected service at the end of the fifth month. This customer's termination charge would be:

$$\begin{aligned} & ([40\% \times 12\text{-month TPP price}] \times [12 - 5 \text{ months}]) \\ & + ([12\text{-month TPP price} - 36\text{-month TPP price}] \\ & \times 5 \text{ months}) = \text{Termination Charge} \end{aligned}$$

All recurring price termination charges will be based on the TPP prices in effect at the time of termination.



## R. TERM PAYMENT PLANS (Cont'd)

**Termination Charges** (Cont'd)

## 2. (Cont'd)

## METHOD A (Cont'd):

**Service discontinued in 12th through 60th month**

The dollar difference between the current TPP price for the TPP term that could have been completed during the time the service was actually in service and the customer's current TPP price for each month the service was provided.

**EXAMPLE:**

A customer subscribed to a 60-month TPP term and disconnected service during the 37th month. This customer's termination charge would be:

$$(36\text{-month TPP price} - 60\text{-month TPP price}) \times 37 = \text{Termination Charge}$$

The 36-month TPP term could have been completed during the months the service was actually in service.

All recurring rate termination charges will be based on the TPP prices in effect at the time of termination.

## METHOD B:

**The total monthly payments remaining under the Term Payment Plan.**

$$(\text{Number of subscribed to TPP months} - \text{number of months in service}) \\ \times (\text{subscribed to TPP price}) = \text{Termination Charge}$$

**EXAMPLE:**

A customer subscribed to a 36-month TPP term and disconnected service at the end of the 34th month. This customer's termination charge would be:

$$(36 - 34 \text{ months}) \times (36\text{-month TPP price}) = \text{Termination Charge}$$

## R. TERM PAYMENT PLANS (Cont'd)

**Termination Charges** (Cont'd)

## 3. DS3 Service Packages

**Service discontinued in the first through 11th month**

$$\begin{aligned} & ([.85 \times 12\text{-month TPP price}] \times [12 - \text{number of months in service}]) \\ & + ([12\text{-month TPP price} - \text{subscribed to TPP price}] \\ & \times [\text{number of months in service}]) = \text{Termination Charge} \end{aligned}$$

**EXAMPLE:**

A customer subscribed to a 36-month TPP term and disconnected service at the end of the fifth month. This customer's termination charge would be:

$$\begin{aligned} & ([.85 \times 12\text{-month TPP price}] \times [12 - 5 \text{ months}]) \\ & + ([12\text{-month TPP price} - 36\text{-month TPP price}] \\ & \times [5 \text{ months}]) = \text{Termination Charge} \end{aligned}$$

All recurring price termination charges will be based on the TPP prices in effect at the time of termination.

## R. TERM PAYMENT PLANS (Cont'd)

**Termination Charges** (Cont'd)

## 3. (Cont'd)

**Service discontinued in the 12th through 60th month**

The dollar difference between the current TPP price for the TPP term that could have been completed during the time the service was actually in service and the customer's current TPP price for each month the service was provided.

**EXAMPLE:**

A customer subscribed to a 60-month TPP term and disconnected service during the 37th month. This customer's termination charge would be:

$$(36\text{-month TPP price} - 60\text{-month TPP price}) \times 37 = \text{Termination Charge}$$

The 36-month TPP term could have been completed during the months the service was actually in service.

All recurring rate termination charges will be based on the TPP prices in effect at the time of termination.

**R. Term Payment Plans (Cont'd)**Termination Charges (Cont'd)

4. For OC-n Dedicated Ring Service<sup>/1/</sup> purchased prior to October 20, 2000, Termination Charges will apply for the Node only as described below by paying a percentage of the monthly charges for the remainder of the term as indicated below: (C)

Terms in Months	Termination Percentage
36	75%
60	60%

Effective October 20, 2000, Termination Charges for new OC-n Dedicated Ring Service customers shall not exceed:

All waived and/or unpaid nonrecurring charges, plus;

50% of all recurring charges for the balance of the customer's term

All recurring rate termination charges will be based on the TPP prices in effect at the time of termination.

/1/ Effective December 1, 2021, 36 and 60 Month Term Payment Plans are no longer available for new or renewing subscribers of OC-n Dedicated Ring Service. (N)  
(N)

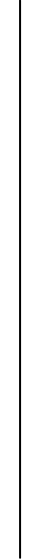
**R. TERM PAYMENT PLANS (cont'd)**

**Termination Charges (cont'd)**

5. Reserved for future use

(C)

(D)



(D)

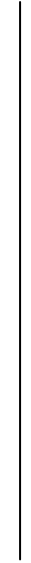
**R. TERM PAYMENT PLANS (cont'd)**

**Termination Charges (cont'd)**

5. Reserved for future use (cont'd)

(C)

(D)



(D)

## R. TERM PAYMENT PLANS (Cont'd)

**Termination Charges** (Cont'd)

6. Termination charges for Fiber Distributed Data Interface (FDDI) and LAN Interconnect Service (ALIS) will be calculated as follows:

- Service discontinued in first through 35th month

$$([40\% \times 36\text{-month TPP price}] \times [36 - \text{number of months in service}]) + ([36\text{-month TPP price} - \text{subscribed to TPP price}] \times \text{number of months in service}) \\ = \text{Termination Charge}$$

Example:

A customer subscribed to a 60-month TPP term and disconnected service at the end of the fifth month. This customer's termination charge would be:

$$([40\% \times 36\text{-month TPP price}] \times [36 - 5 \text{ months}]) + ([36\text{-month TPP price} - 60\text{-month TPP price}] \times 5 \text{ months}) \\ = \text{Termination Charge}$$

All recurring rate termination charges will be based on the TPP prices in effect at the time of termination.

## R. TERM PAYMENT PLANS (Cont'd)

## 6. (Cont'd)

- Service discontinued in the 36th through 84th month

The dollar difference between the current TPP price for the TPP term that could have been completed during the time the service was actually in service and the customer's current TPP price for each month the service was provided.

Example:

A customer subscribed to a 60-month TPP term and disconnected service during the 37th month. This customer's termination charge would be:

$$(36\text{-month TPP price} - 60\text{-month TPP price}) \times 37 = \text{Termination Charge}$$

The 36-month TPP term could have been completed during the months the service was actually in service.



**R. TERM PAYMENT PLANS (Cont'd)****Termination Charges** (Cont'd)

7. In addition to any special construction liabilities, customer termination liability for cancellation of a Multi-service Optical Network Ring (MON Ring) Service<sup>/1/</sup> and GigaMAN® Service<sup>/3/</sup> shall be equal to:
  - All waived and/or unpaid nonrecurring charges, plus
  - Fifty (50) percent of all recurring charges for the balance of the customer's term.
8. Termination Charges will apply to all changes in the customer's physical location of the service except for changes in the customer's physical location of 128, 256 and 384<sup>/2/</sup> and DS1<sup>/4/</sup> services (C) within the same LATA. Nonrecurring Charges, as appropriate, will apply.

/1/ Effective December 1, 2012, Multi-service Optical (MON) Ring Service is limited to existing customers. For additional information, see Part 20, Section 15.

/2/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis.

/3/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/4/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service. (N)  
(N)

## R. TERM PAYMENT PLANS (Cont'd)

**Single Payment Option (SPO)**

The customer may, at any time under a Term Payment Plan (TPP), elect to prepay all of the remaining monthly payments in a single payment. The prepayment in no way constitutes a purchase and the Company retains full ownership of all equipment and facilities covered by the prepayment.

The following conditions apply:

1. Customers who prepay will have an allowance applied. The prepayment allowance is calculated based upon the number of monthly payments remaining (excluding any taxes) using the loan amortization method at an annual percentage rate based on the Company's current weighted average cost of capital. Once the amount is calculated, all applicable taxes are applied.
2. Customers may extend the length of their current Term Payment Plan. A new allowance will be calculated utilizing the method described above for the new Term Payment Plan selected. A credit for any unused portion of the previously prepaid allowance will be credited to their bill.
3. Once a customer elects to prepay, the prepayment amount is not adjusted for Company initiated price changes that occur during the period for which the customer has prepaid.
4. Customers who prematurely disconnect will have Termination Charges deducted from the prepaid amount and any balance credited to their bill.
5. Monthly recurring charges will cease for the remainder of the Term Payment Plan period. If the service is not disconnected at the end of the Term Payment Plan, the prices will revert to the monthly price currently in effect, or if no monthly or monthly extension price exists, the TPP price for the shortest contract length period applies.
6. Customer's selection of the prepayment option does not alter any other conditions of the service contract.

**S. CREDIT ALLOWANCES****1. Installation of Service**

A failure to meet the installation interval service date, as specified in Ameritech Interval Guide Publication AM TR-MKT-000066, will result in a customer credit of the nonrecurring charges (consisting of Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge only) billed to the customer for that service, where the responsibility for the failure is solely that of the Company.

This guarantee does not apply to any installation involving the following circumstances:

- The customer requests expedited orders.
- Other Telephone Companies are involved in the service installation.
- The customer's premises is inaccessible.
- The customer changes interface requirements.
- The customer is not ready to accept service.
- Building facilities are not ready (includes space, cable support structures, building risers and entrance facilities to be provided by builder or owner or owner's subcontracted vendors).

**2. Interruption of Service**

A credit allowance will be given for interruptions of service when the outage consists of 30 consecutive minutes, or more, from the time that the Company is notified, or the outage is discovered by the Company, whichever is earlier.

For credit allowance calculation purposes, each month is considered to have 1,440 half hours (30 days). Major fractions of the last additional half hour, consecutive with each first half hour, or more, of outage, is considered a full half hour.

In any month, as a result of an interruption, the total credit per element of the interrupted service may not exceed 100 percent of the monthly price for that particular element.

## S. CREDIT ALLOWANCES (Cont'd)

## 2. Interruption of Service (Cont'd)

Performance parameters can be found in Ameritech Technical Reference AM TR-TMO-000101.

Credit allowances are subject to the general liability provisions set forth previously in this guidebook. In addition, no credit allowance will be made for:

- Interruption caused by negligence of the customer, failure of equipment, systems or facilities provided by the customer or others.
- Interruption of a service during any period in which Company access to the premises (where the service is terminated) is required and is denied.
- Interruption of a service when the customer has released that service to the Company for routine maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of the service.
- Interruption of a service which continues because of the failure of the customer to authorize replacement of any element of special construction. 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 by the Company of the customer's written authorization for such replacement.

## S. CREDIT ALLOWANCES (Cont'd)

## 2. Interruption of Service (Cont'd)

The following steps should be used to calculate a credit allowance:

## STEP 1

- The interruption percentage is the proportion of the consecutive half hours of each outage, based on the preceding rules, to 1440 half hours.

## STEP 2

- For two-point services, determine all of the monthly price elements associated with the service, excluding charges for all equipment that may be optionally provided by the Company, the customer or another provider (i.e. - Channel Service Units).
- For multi-point services, determine all of the price elements associated with those points affected by the outage, excluding charges for all equipment that may be optionally provided by the Company, the customer or another provided (i.e. - Channel Service Units). If common equipment or services do not permit a determination of affected points, an average station point value will be calculated by dividing the total monthly charge for all of the elements utilized to provide the service by the total number of stations on the service, then multiplying the average station value by the number of stations affected by the outage.
- For multiplexed services, determine all the monthly element charges associated with the portion of the service that is inoperative.

## STEP 3

- The Credit Allowance is calculated by multiplying the amount determined in Step 2 above by the percentage calculated in Step 1 above.

## T. DEFINITIONS

**Accessories**

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to, the conductors in the communications path of the Company facilities. These devices may not replace any of the component parts of the Company facilities or equipment, nor be injurious to the telecommunications network.

**Authorized User**

Denotes an individual, partnership, association or corporation (other than the customer) who is authorized by the customer to be connected to the service of the customer and on whose premises a station of the dedicated communications service must be located.

**Baud**

Denotes a unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

**Channel**

A path for electrical communication, between two or more stations or Company offices furnished in such manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

## T. DEFINITIONS (Cont'd)

**Channel Mileage**

Provides for the transmission facilities between the serving wire centers associated with two customer designated premises, or between a serving wire center associated with a customer designated premises and a Company hub, or between two Company hubs.

**Channel Mileage Termination**

Provides for the termination of transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designated premises and a Company hub, or between two Company hubs.

**Dedicated Communications Network**

Two or more special channel units of the same type furnished to one customer and reaching one or more common service points. The lines may be operated separately or they may be connected by means of a switching arrangement.

**Dedicated Communications Service**

Dedicated Communications Service is that of furnishing the requisite facilities including channels and network terminating equipment, to enable the customer and authorized users to communicate between specified locations for continuous use.

## T. DEFINITIONS (Cont'd)

**Distributing Center**

Amplifying and bridging equipment employed to connect the various local sections of a multi-point loud speaker network.

**Duplex Service**

Also known as Full Duplex Service. Service which provides for simultaneous transmission in both directions.

**Equalization**

The term "Equalization" as used in connection with program transmission channels refers to the process applied to a program transmission channel so that the component frequencies of the program material transmitted have about the same relationship at the two ends of the channel.

**Four-Wire**

The term "Four-wire" describes a facility comprised of four wires used to form an electrical path between terminations. Four-wire facilities may be arranged for half-duplex or duplex operation.

**Full Duplex Service**

See Duplex Service above.

**Half-Duplex Service**

The arrangement of a channel which provides for transmission alternately in either direction or for transmission in one direction only, but not for transmission in both directions simultaneously.

**Interface**

The point at which facilities or services of one type are connected with facilities or services of another type.



## T. DEFINITIONS (Cont'd)

**Interoffice Transport**

Interoffice Transport facilities, comprised of Channel Mileage and Channel Mileage Terminations, provide the transmission paths between Serving Wire Centers associated with two customer-designated premises or between a Serving Wire Center associated with a customer-designated premises and a Company hub location.

**Isochronous Transmission**

"Isochronous Transmission" denotes that timing is recurring at regular intervals and is derived from the signal carrying the data at the rate of 1.544 Megabits per second (i.e., no timing or clock lead is provided at the customer interface).

**Joint User**

A person, firm or corporation who is designated by the customer as a user of a dedicated communications service of the customer and to whom a portion of the charge for the service will be billed under a joint use arrangement.

**Local Distribution Channel**

Provides interconnection between the Company Serving Wire Center (SWC) and the customer premises.

**Non Loaded Circuit**

A circuit without regularly spaced inductors which are normally provided to control frequency loss. These circuits are suitable for limited distance data transmission.

**Serving Wire Center**

The wire center from which a customer or user would normally be served for local exchange telecommunications service.

## T. DEFINITIONS (Cont'd)

**Signal Source**

The term "Signal Source" when used in connection with channels for television transmission denotes a location at which video and audio baseband signals are supplied to a local distribution system.

**Synchronous**

A data transmission method where sending and receiving devices operate continuously in step with each other and are maintained by means of correction if necessary, in a desired timing.

**Synchronous Optical Network (SONET)**

A set of international standards for fiber optic based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing approach based on the application of Synchronous Transport Signals (STS).

**Synchronous Transport Signal (STS-1)**

A 51.84 Mbps signal within a SONET optical carrier signal. The STS-1 signal consists of overhead and synchronous payload envelope (SPE). The overhead part of the signal is used for controlling, framing and maintaining the signal. The SPE is used to transport the customer's data.

**Two-Wire**

"Two-wire" describes a facility comprised of two wires used to form an electrical path between terminations.

**Wire Center**

A building in which one or more central offices, used for the provision of telephone exchange services, are located.

**Wire Center Channel**

A path for transmission furnished between two customer or user locations where both premises are located within the same wire center serving area.

## U. RATE ZONE WIRE CENTER ASSIGNMENTS

Each Company wire center has been assigned to a Rate Zone. This table lists wire centers assigned to Rate Zones 1 and 2. All other Company wire centers are assigned to Zone 3.

Zone 1

MILWWI13

Zone 2MDSNWI11  
MDSNWI15  
MILWWI17  
MILWWI22  
MILWWI23  
MILWWI27  
MILWWI34  
MILWWI38  
MILWWI42  
MILWWI48

**V. EXPEDITED ORDER CHARGE**

The following services can be Expedited for an additional Order Charge:

Analog Channel Services - Series 1000, 2000, 3000 and 9000  
Base Rate Service<sup>/3/</sup> (C)  
128, 256 and 384 Service<sup>/1/</sup>  
DS1 Service<sup>/2/</sup>

If a customer desires that service can be provided on a due date less than the standard interval, which has been established for the order or the provision of the Service, the customer may request that service be provided on an expedited basis.

The provisioning of the expedited request is based upon available facilities and is limited to twelve (12) two-point or six (6) multi-point Analog/DS0 circuits at the same location; and a limit of four (4) DS1 circuits at the same location. Expedited order requests do not apply to services that are jointly provided by the Company and an Independent Telephone Company.

If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the following charges will apply:

<u>Description</u>	<u>USOC</u>	<u>Expedite Order Charge</u>	
Analog Channel Services and Base Rate Service <sup>/3/</sup>	EODDO	\$650.00	(C)
DS1 Service <sup>/2/</sup> and 128, 256 and 384 Service <sup>/1/</sup>	EODD1	650.00	

/1/ Effective September 6, 2016, customers may not establish new term plans of any length for 128, 256 and 384 Service, and existing term plans may not be renewed. For existing service after any term plan expires, service will be provided only on a month-to-month basis.

/2/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service.

/3/ Effective June 30, 2021, Base Rate Service is grandfathered. See Part 20, Section 15, Sheet 95 for service availability. (N)  
(N)