

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)**A. Descriptions of Service**

WATS provides customers with bulk billing for long distance calling. Outward WATS is for outgoing calls within the LATA. 800 Service (Inward WATS) enables customers to receive calls from throughout the LATA without the calling party being billed for a long distance call. WATS is furnished or made available by the Company over service components wholly within, or partly within and partly without the state of Kansas between intraLATA points within the state of Kansas.

B. General Regulations

1. Definitions -- In addition to the Definitions provided in Part 2, the following are used for this service.

Access Line

The term access line denotes the transmission path between a WATS termination and the point in a Company central office where access to the switched network is obtained for the purpose of completing WATS calls.

Demarcation Point

The point (referred to as Demarcation Point or Network Interface) of interconnection between the Company's facilities and the wiring at the subscriber's premises. The Demarcation Point will generally consist of wire or a jack (or equivalent) conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarcation Point will be located within twelve inches of the protector, or absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practicable minimum point of entry.

Upon request of the subscriber, landlord/property owner or its agent, the Company shall provide additional regulated network entrance facilities and/or demarcation arrangements in accordance with Part 2 Section 5, D. (Special Construction). Each additional regulated network entrance facility will terminate in a demarcation arrangement located at a minimum point of entry within a specified designated telecommunications equipment space.

HOME 800[®]

The intraLATA 800 Service provided to residence customers utilizing the Company's 800 database.

Hunting Arrangement:

A grouping of 800 service access lines arranged for the completion of a given call or arranged for overflow to or from another access line or group of access lines.

Inward Wats (800 Service)

See 800 Service at conclusion of definitions.

Joint Provided WATS Service

An arrangement between the Company and an interexchange carrier (IXC). This arrangement provides end user billing of intraLATA WATS usage at the intraLATA WATS rates found in this Section. InterLATA usage will be billed at the rates of the IXC. If the calling scope of the WATS access line is limited to calling within the State of Kansas, the WATS access lines found in this Section will be used to provide the WATS service.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)

B. General Regulations (cont'd)

1. Definitions (cont'd)

MAXIMIZER 800®

A service mark of the Company which denotes the intraLATA 800 service provided to its business customers utilizing the Company's 800 data base.

Multiline Terminating System

Switching equipment (e.g., PBX, ACD, tandem switching equipment) and Key telephone type systems which are capable of terminating more than one central office line, WATS access line, private line service or communications system.

Non-Joint Provided WATS Service

At the option of the interexchange carrier (IXC) providing interLATA service to the end user, the IXC may choose to not provide Outward WATS service jointly with the Company. If the Outward WATS service is not joint provided, SWBT will bill Long Distance Message Rates for intraLATA calls originated on WATS access lines.

Outward WATS

The furnishing of facilities for dial type telephone communication from an Outward WATS access line to intraLATA local and toll points within the state of Kansas in accordance with the regulations and schedules of charges as specified herein except as provided in the following:

InterLATA dial type telephone communication from the Outward WATS access line provided by the Company is furnished by an IXC. Any IXC may provide interLATA service using the Company-provided WATS access line subject to the availability and compatibility of the facilities of the Company and of the IXC.

If the subscriber to interLATA WATS does not subscribe to intraLATA WATS, calls made within the same LATA over facilities wholly provided by the Company via the Company-provided WATS access line will be billed at charges for toll calls specified in Part 9. Local calls will be billed at the lowest mileage rate shown in the above-mentioned in Part 9, Section 2.

SOUTHWESTERN BELL CUSTOM 8SM (Also referred to as CUSTOM 8)

A service mark of the Company which denotes the intraLATA 800 service provided to its business customers utilizing the Company's 800 database.

WATS

The furnishing of service for dial type telecommunications between a WATS access line and intraLATA points within the state of Kansas. The WATS charges set forth in this Section are in payment for the service furnished between the calling and called service points.

WATS Access Line

A line from the customer's premises to a Company Central Office which is provided for the purpose of completing WATS calls. Each such line will be arranged at the customer's option for either outward or inward (800 Service) but not for both, subject to these General Regulations (B.)

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)

B. General Regulations (cont'd)

1. Definitions (cont'd)

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800 Service

The furnishing of facilities for dial type telephone communication to an 800 Service WATS access line, or exchange telephone service, from intraLATA points within the state of Kansas in accordance with the regulations and schedules of charges as specified herein, except as provided in the following:

InterLATA dial type telephone communication to an 800 Service WATS access line or exchange telephone service is furnished by an interexchange carrier. Any interexchange carrier may provide interLATA service using the Company-provided WATS access line or exchange telephone service, subject to the availability and compatibility of the facilities of the Company and of the interexchange carrier.

800 Service may utilize NPAs other than 800 for dialing access, e.g., 888. All numbers using an 800 type data base, where the terminating number is billed for the long distance charges, are considered 800 numbers for the purpose of this Guidebook.

2. Undertaking of the Company

Transmitting Messages – The Company does not undertake to transmit messages but furnishes the use of its services to its customers for communications.

The design, maintenance, and operation of Wide Area Telecommunications Service envisions that communications will originate or terminate at a WATS station for the purpose of communicating with stations in the specified service areas. Connections of communications systems provided by the customer to WATS may be made. However, the Company will not be responsible for the through transmission of signals or for the quality of transmission on such connections.

3. Availability of Service

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

When connections are made to customer-provided communications systems at a premises where the customer does not originate or terminate communications, the Company may require that WATS be furnished from a Company WATS Central Office(s) different than the Central Office(s) designated by the Company to serve that premises.

Under such circumstances, monthly and installation charges equal to access lines extension charges, as set forth in paragraph E. Access Line Extension, apply between the WATS Central Office that would serve the customer's premises and the WATS Central Office from which service is actually provided.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**B. General Regulations (cont'd)**

4. Liability of the Company

- a. In view of the fact that the customers/patrons have exclusive control of their communications over the services furnished by the Company, and of the other uses for which services may be furnished by the Company, and because of unavailability of errors incident to the services and to the use of such services of the Company, the services furnished by the Company are subject to the terms, conditions and limitations herein specified.
- b. The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or service occurring in the course of furnishing service or service components, whether the result of the Company's negligence or other causes shall in no event exceed an amount equivalent to the monthly recurring charge to the customer/patron for 800 Service or Outward WATS access line, whichever is appropriate, whether the customer/patron is receiving service directly from the Company, resold the Company service or service through the Company unbundled network elements. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer/patron or authorized user, or shared user, which arise from or in connection with the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- c. The Company shall be indemnified and saved harmless by the customer/patron or customers/patrons against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the Company services or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, services furnished by the Company; apparatus and systems of the customer/patron; and against all other claims arising out of any act or omission of the customer in connection with the services provided by the Company, whether the customer/patron is receiving service directly from the Company, resold the Company service or service through the Company unbundled network elements.
- d. When the services of other telephone companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.
- e. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer/patron shall indemnify and hold 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 customer/patron or by any other party or person, 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/patron 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 equipment so provided. This obligation to indemnify arises whether the customer/patron is receiving service directly from the Company, resold the Company service or service through the Company unbundled network elements. The Company may require each customer/patron to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment. The customer/patron shall furnish, install and maintain sealed conduit with explosion-proof fittings between the equipment and points outside the hazardous area where connection may be made with regular services of the Company. The customer/patron may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to the Company employees or property might result from installation or maintenance by the Company.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)

B. General Regulations (cont'd)

4. Liability of the Company (cont'd)

- f. The charges specified in this Section do not contemplate work being performed by the Company employees involved at a time when overtime wages apply due to the request of the customer/patron nor do the changes in this Section contemplate work once begun being interrupted by the customer/patron. If the customer/patron requests that work be performed during a period when overtime wages apply, or that overtime work be performed, or if the customer/patron interrupts work once begun, an additional charge based on the additional costs incurred, applies.

5. Limitation of Service

WATS does not include conference calls or any other calls requiring operator handling except that an operator will reach the called telephone number where service components are not available for customer dial completion. (C)

WATS is not represented as adapted for connection to other services of customer-provided systems. The service contemplates the provision of satisfactory transmission only between the access line and the calling or called station.

The access line will be terminated only at a customer's premises located in the same serving exchange of the same state as that for which the rate applies.

6. Use of Service for Unlawful Purposes

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

7. Suspension and Termination of Service for Cause

- a. WATS service may be suspended by the Company for any of the following reasons:
 1. For nonpayment of WATS service charges as provided in this Section, after written notice has been furnished to the customer.
 2. For abuse or fraudulent use of service.
 3. For failure on the part of the customer to remove or disconnect unauthorized attachments or connections to the Company facilities used for WATS service after being furnished written notice.
 4. When a dangerous condition exists on the customers' premises.
 5. When a customer fails to provide credit information or deposit as set forth in paragraph B.11.
 6. When the customer misrepresents his or her identity for the purpose of obtaining WATS service.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)

B. General Regulations (cont'd)

7. Suspension and Termination of Service for Cause (cont'd)
a. (cont'd)

7. When the customer refuses to grant Company personnel access, during normal working hours, to WATS serving telephone equipment installed upon the premises of the customer for the purpose of inspection, maintenance or replacement.
8. When the customer causes or permits unauthorized interference with or use of WATS service situated on or about the customers' premises.
9. If an 800 (Inward) Service customer does not obtain adequate service to permit the use of this service without injurious effects upon it or any other service rendered by the Company.

b. The Company will notify the customer of suspension of service as follows:

1. The Company will give the customer seven (7) days written notice before suspending service, unless the suspension involves a dangerous condition, violation of Company rules or unauthorized interference with or use of service, in which case the Company will suspend service immediately.
2. Notice will be sent to the account name and address. Service of notice by mail is complete upon mailing. The Company will maintain an accurate record of the date of mailing.
3. The suspension notice will contain the following information:
 - a) The name and billing address of the customer and the telephone number being suspended.
 - b) A clear and concise statement of the reason for the proposed suspension of service.
 - c) The date on or after which service will be suspended unless the customer takes appropriate action, including the date or time period after which service will be permanently or indefinitely disconnected.
 - d) Terms under which the customer may avoid suspension.
 - e) A clear and concise explanation of the charges and conditions for restoral of service, both after suspension and disconnection.
 - f) A statement that suspension may be postponed or avoided if a customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Company for monies not in dispute.
 - g) A statement reasonably calculated to apprise the customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors, and prevent suspension, shall be clearly set forth. The notice shall state that the customer may meet with a designated employee of the Company and may present his or her reasons for disputing a bill or the Company's reasons for suspension requesting credit arrangements or requesting a postponement of suspension.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**B. General Regulations (cont'd)**

7. Suspension and Termination of Service for Cause (cont'd)
 - b. (cont'd)
 4. Prior to suspension of service the Company will have one of its employees make a reasonable effort to:
 - a. Contact and identify himself or herself to the customer or responsible person on the premises and announce the purpose of the contact. (An attempt at telephone contact is not required if the customer has been sent a suspension notice in the prior twelve months.)
 - b. Identify and record the name of the person contacted.
 - c. If a personal visit is made and payment of all amounts necessary to avert suspension, including any required collection fee, is tendered, the employee will contact the appropriate the Company office to allow the customer or responsible person to make arrangements for such payment and thereby avert suspension.
 5. If contact with the customer is not made, service may be suspended as specified in the suspension notice.
 6. When the Company suspends service, the Company will cease charging the customer for WATS service as of the date of suspension or make an appropriate pro rata adjustment or refund for the period of suspension to the amount owed upon restoration of service.
 7. Except for suspension of service pursuant to paragraph 1.2.7.A.4. and 8., preceding, the Company will suspend service only when, at the time of the proposed suspension, the Company office or personnel identified in the suspension notices are open or available to the customer for one hour after suspension and on the day following suspension to allow the customer to obtain restoration of service.
 8. If in the judgment of the Company, unusual risk of financial loss exists, service may be suspended, forty eight (48) hours after written notice has been furnished to the customer.
 - c. Suspended service may be restored as follows:
 1. A Service Connection charge for each WATS access line suspended will apply for restoring service after its suspension by the Company. The charge is as follows:

Service Connection Charge	16.00
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 2. In addition to the Service Connection charge the customer will be required to pay all charges due.
 3. This charge applies only for the restoral of suspended service.
 4. The Company will restore service when the cause of suspension has been eliminated, applicable charges have been paid, or satisfactory credit arrangements have been made.
 5. Every responsible effort will be made to restore service on the restoration day requested.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**B. General Regulations (cont'd)****8. Use of the Service by the Customer**

- a. The service is provided for use by the customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this Section. When customers provide wide area telecommunications service to users who are transient in nature (i.e., hospitals, hotels/motels, etc.) and charge for those services, such charges shall be shown separately on the bill rendered by the customer to those users. Transient resellers need to make users aware of the surcharge levied on any call prior to making such a call. Therefore, the surcharge shall be conspicuously affixed to each telephone instrument either in the form of a percentage charge or a fixed amount. This notice must be applied for all outgoing calls.
- b. The Company will only accept service orders from the customer or his authorized agent. Orders include those involving new installations, moves, or rearrangements.
- c. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:
 1. The placing or acceptance of a WATS call in response to an uncompleted long distance message call, which was not completed in order to transmit or receive intelligence without the payment of the applicable message charge.
 2. The obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain WATS, by rearranging, tampering with, or making connection with any services of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, or the regular charge for such service.
 3. The use of services of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
 4. The use of profane or obscene language.
 5. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

9. Advance Payments

Applicants for service who do not have an account with the Company or whose financial responsibility is not a matter of general knowledge may be required to make an advance payment at the time of application, equal to the installation charges if applicable and at least one month's estimated charges for the service desired.

The amount of the advance payment is credited to the customer's account as applying to any indebtedness under contract.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**B. General Regulations (cont'd)****10. Payment of Charges**

The customer is responsible for payment of all charges for service furnished. Charges are based on rates and regulations in effect at the time the service is furnished. Usage charges are billed at the end of the billing cycle. All other charges are billed monthly in advance. All charges are due when the bill is rendered.

Payment dates and late payment charges are as specified in the 'Rules and Regulations Applying to All Customers' Contracts' in Part 2, Section 2.

11. Deposits

The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the service is terminated, the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded. At the option of the Company, such a deposit may be refunded or credited to the customer at any time prior to termination of the service. In case of a cash deposit, simple interest at the Legal Rate is paid for the period during which the deposit is held by the Company, provided the period is thirty days or more.

Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require the Company to have such credit protection, after the Company has furnished written notice to the customer requiring the customer to furnish such a deposit.

12. Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a customer (or authorized user) resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

13. Theft of Equipment

The customer is required to reimburse the Company for any loss through theft of the equipment or apparatus on the customer's premises.

14. Cancellation of Application for Service

- a. Where an application for service is canceled by the applicant prior to the start of installation of service components, no charge applies.
- b. Where installation of service components has been started prior to the cancellation, installation charges apply.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)

B. General Regulations (cont'd)

15. Power Supply

When The Company equipment installed on the premises of a customer or authorized user requires power for its operation, the customer is required to provide such power.

16. Minimum Contract Period

The minimum contract period is one day.

17. Rates for Fractional Periods

- a) The charges for a fractional part of a month will be a proportionate part of the monthly recurring charges based on the actual number of days the service is furnished.
- b) To determine charges for a fractional part of a month, every month is considered to have thirty days.

18. Maintenance and Repairs

The Company undertakes to maintain and repair the services which it furnishes to customers. The customer shall be responsible for damages to services of the Company caused by the negligence or willful act of the customer. The customer 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.

19. Access to Customers' Premises

The agents and employees of the Company shall have the right to enter the premises of a customer at any reasonable hour for the purpose of installing, inspecting or repairing equipment and facilities of the Company or upon termination of the service, for the purpose of removing such equipment and facilities.

20. Allowance for Interruptions

Credit is allowed for interruption of 24 consecutive hours or more. Interruptions to access lines not due to the negligence of the customer are credited at 1/30 of the access line monthly rate applicable for each 24 hours or major fraction thereof of interruption.

Long distance telecommunications service furnished at a customer's request when his WATS is interrupted is charged for at the long distance telecommunications rates contained in Part 9.

21. Special Construction

For the provisions and charges associated with special construction of the Company facilities, see SWBT Tariff FCC No. 69.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**B. General Regulations (cont'd)****22. Promotional Programs**

The Company may, during certain promotional periods, offer a customer special rate incentives and/or waive in full or in part the Service and Equipment Charge for the purpose of stimulating offerings. The Company will notify the Kansas Corporation Commission by letter specifying services offered, terms of the promotion, location, and dates of each promotional period.

23. Provision of Call Detail^{/1/}

- a. The Company will provide to the subscriber of intraLATA outward WATS or IntraLATA 800 Service, as a part of the standard WATS bill, a printed itemization of each message completed via a WATS access line.
- b. This service is an optional service. The subscriber may elect to receive only summary usage information or call detail information in addition to the summary usage information.
- c. If the Company also provides the billing for the subscriber's interLATA usage provided by an interexchange carrier, the message detail of the intrastate interLATA usage will also be provided.
- d. A Service Connection charge for changing billing arrangements of \$19.25 (USOC: B14) for Outward WATS or \$12.50 (USOC: B15) for 800 Service will apply for each service order prepared to establish or discontinue this service on existing accounts. No Service Connection charge will apply if the service is requested on the initial order to establish WATS service.
- e. There is no additional monthly charge for this service.

24. Kansas Universal Service Fund (KUSF) Assessment

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

25. Telecommunications Service Priority (TSP) System

The priority provisioning and restoration of services offered under this section relative to the National Security Emergency Preparedness (NSEP) TSP System shall be pursuant to the regulations and rates as delineated in Part 3, Section 10 of the Special Access Guidebook.

(C)

For application in this section, such regulations, rates and charges shall be interpreted to apply on a "per-request, per-line/trunk" basis.

26. General Regulations (for current 800 Service on a WATS Access Line (WAL))

The Call Handling and Destination Features described in the Common Line 800 Service in this Section are also available for use with intraLATA 800 Service that is terminated to a WATS access line.

^{/1/} This service offering is provided only where billing programs allow.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**C. Application of Rates**

1. General

Each WATS access line will be arranged, at the option of the customer, for either outward service or 800 service but not both.

Rates and charges for jacks provided by the Company will be those set forth in Part 2, Section 2.

2. Rate Periods

Rates applicable are based on the time of day, day of week as follows:

a. Business Day Period-800 Service (Inward WATS) and Outward WATS

8 a.m. to 5 p.m. Monday through Friday. The Business Day Period for holidays (New Year's Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day) is charged at Evening Period Rates.

b. Evening Period:

1. 800 Service (Inward WATS)
5 p.m. to 11 p.m. Sunday through Friday.
2. Outward WATS
5 p.m. to 10 p.m. Sunday through Friday.

c. Night/Weekend Period:

1. 800 Service (Inward WATS)
11 p.m. to 8 a.m. all days
8 a.m. to 11 p.m. Saturday
8 a.m. to 5 p.m. Sunday
2. Outward WATS
10 p.m. to 8 a.m. all days
8 a.m. to 10 p.m. Saturday
8 a.m. to 5 p.m. Sunday

3. Minimum Average Time Requirement (MATR)

Usage is subject to an average of one minute per completed call in each rate period for each billing period. This means that if the average duration per call in any rate period during each billing cycle is less than one minute, billing will be based on an average duration of one minute per call.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**C. Application of Rates (cont'd)**

4. 800 Service (Inward WATS)

- a. IntraLATA Access Line, each /8L9/ \$31.75^{/2/}
- b. Monthly Usage Rate, per hour

	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
First 10 Hours	\$11.52	\$ 11.52	\$ 7.95
Next 15 Hours	11.52	10.45	7.23
Next 25 Hours	11.46	9.40	6.51
Over 50 Hours	11.40	8.46	5.85

5. Outwards WATS

- a. IntraLATA Access Line, each /WAX/ \$ 31.75
- b. Monthly Usage Rate, per hour

	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
First 10 Hours	\$12.75	\$ 8.29	\$ 5.74
Next 15 Hours	11.48	7.46	5.17
Next 25 Hours	10.33	6.71	4.80
Over 50 Hours	9.30	6.05	4.80

D. Method of Applying Rates

1. Rates for 800 Service in paragraph C.4 above will apply to intraLATA usage only. Rates for interLATA 800 Service will be at the rates of the interexchange carrier.

If sufficient data is not available to determine the customer's intraLATA usage, 51 percent of the total intrastate 800 Service usage will be considered to be intraLATA usage, and 49 percent will be considered to be interLATA usage.

2. Rates for Outward WATS service in paragraph C.5 above will apply to intraLATA only usage. Rates for interLATA usage will be at the appropriate rates of the interexchange carrier.
3. When Outward WATS or an Outward WATS-like service is provided by an Interexchange Carrier, the Interexchange Carrier may be billed the IntraLATA Carrier Common Line charge for IntraLATA usage as provided for in Section 2 and Section 3 of the Access Service Tariff.

/1/ In addition, apply the appropriate special access service surcharge rate (USOC: S25) as found in Section 7 of the Access Service Tariff.

/2/ The Access Line charge is not applicable when Outward WATS is provisioned over SmartTrunkSM Service.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**D. Method of Applying Rates (cont'd)****3. Access Lines Equipped for Time-of-Day Recording**

For all WATS access lines on which usage is recorded by the Company by time-of-day rate periods, the usage charge is determined using steps a. through e. following:

- a. Determine the total number of completed calls for each rate period for each service arrangement.
- b. Apply the Minimum Average Time Requirement of one minute by dividing the number of completed calls in each service arrangement by 60. (1 call = 1 minute).
- c. Determine the total actual hours used for each rate period for each service arrangement.
- d. Determine the total chargeable hours for each rate period for each service arrangement. This is the greater of 2. or 3. above, rounded to the nearest tenth of an hour (one decimal place).
- e. Determine the total usage charge for all rate periods in each service arrangement by applying the rates shown in the rate tables in paragraphs C.4 and C.5 above.

4. Timing of Calls for Usage Charges

- a. Chargeable time begins when connection is established between a station associated with the WATS access line and the calling or called station, and ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- b. When a connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period.
- c. The rate charged is determined by the day and time (standard or daylight saving) at the WATS access line location.
- d. When 800 Service is directly connected at a customer's premises to a communications system, chargeable time begins when the 800 Service call terminates in or passes through the first multiline terminating system or terminal equipment on that communications system. It is the customer's responsibility to furnish appropriate answer supervision to the point of connection with the 800 Service so that chargeable time may begin.

E. Access Line Extension (WEC)

The extension of individual WATS access lines is provided at locations within the state. The mileage rates and measurements are the same as for an extension service on flat rate business service as provided for in Part 4, Section 3.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) (cont'd)**F. Installation, Move and Change Charge**

1. Service Charges

	<u>800 Services</u>	<u>Outward WATS</u>
a. WATS Access Line Installation	\$50.00	\$50.00
b. WATS Access Line Move	50.00	50.00

2. A charge of \$25.00 applies for a change from Outward WATS to 800 service (Inward WATS) or vice versa or for a change of an 800 Service number at the request of the customer.
3. The charges for changing the 800 database record for intraLATA 800 Service terminating to a WATS access line, are the same charges that are shown as the change charges for Common Line 800 Service in this section.

G. Listings

(C)

For regulations, rates, and changes applicable to the provision of 800 service listings, refer to Part 12
Section 1.

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H. Charge for Duplicate Copies of Bill

If the customer requests a duplicate copy of the customer's bill after the bill has been printed during the normal billing cycle, the following charges will apply

	<u>Charge</u>
Duplicate Copies of Bill	
Per Bill (First 15 Pages)	\$3.00
Over 15 Pages (Per Page)	.95

COMMON LINE 800 SERVICE (INTRALATA)**A. Descriptive Summary**

1. Common Line 800 Service provides 800 Service utilizing the 800 database of the Company. The 800 Service calls will be terminated over exchange the Company facilities provided by the Company. Termination to TeleBranch® and Preferred Number Service is also permitted. Common Line 800 Service is not available for use with cellular telephone service, mobile telephone service or pay telephone service.
2. MaxiMizer 800® is the service mark of the Company under which the IntraLATA Common Line 800 Service will be provided to its business customers.
3. Home 800® is the name under which the intraLATA Common Line 800 Service will be provided to its residence customers.
4. Southwestern Bell CUSTOM 8SM referred to herein as "CUSTOM 8" is the name under which the intraLATA Common Line 800 Service will be provided to business customers utilizing a tiered rate structure.

B. Regulations**1. Call Handling and Destination Features**

Call Handling and Destination Features are features that are available for use with Common Line 800 Service that utilizes the 800 database of the Company. The customer may subscribe to one or more of the features. These features include the following services:

- a. Originating Location Service: This feature will permit the customer to select territories from which they wish to receive calls based on the originating location of the call. All customers will receive this feature.
- b. Time of Day Service: This feature will permit the customer to have the terminating location of the 800 call vary based on the time of day the call is placed.
- c. Day of Week Service: This feature will permit the customer to have the terminating location of the 800 call vary based on the day of the week the call is placed.
- d. Traffic Allocation Service: This feature will permit the customer to have the 800 calls routed to multiple terminations based on a percentage of all 800 calls.
- e. Specific Day Routing Service: This feature will permit the customer to arrange the service so that the terminating location of the call is varied based on a specific day of the year. For example, calls placed on Christmas Day could be routed to a number different than the number that receives the calls on the other 364 days of the year.
- f. Multiple Carrier Service: This feature will permit the customer to have multiple carriers for the interLATA 800 Service calls. (8HFMC)

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)**B. Regulations (cont'd)****2. Emergency Update Service**

Emergency Update Service provides the customer with a secondary call routing plan to be used in the event that the customer's primary call routing plan cannot be used. The intent of the service is to provide for call handling in the event of an unusual situation. The change charges for Common Line 800 Service will apply to this service. There is no charge to activate the service, nor to change back to the primary call routing plan.

3. Only one 800 number will be assigned to terminate calls on any given exchange service facility.
4. Customers of Common Line 800 Service may receive call detail information or summary usage information. Call detail information will be provided only in areas where facilities permit.
5. In the event that the customer's exchange service goes out of service (for reasons other than negligence or a willful act of the customer), at the customer's request, the Company will change, at no charge, the customer's Common Line 800 account records to permit termination of the 800 service calls to an alternate facility. (C)
6. Common Line 800 Service is not available for use with cellular service, mobile service, or pay service.
7. Rates for Common Line 800 Service and its optional features can be found in C. Rates, below.
8. The business subscriber to Common Line 800 Service will receive at no additional charge one primary listing and one foreign listing for each 800 number. The primary listing must be in the subscriber's local listings and the foreign listing must be in a local listings of the foreign exchange. Additional foreign listings may be provided at the rates and charges as found in Part 12, Section 1. (C)
(C)
9. The residence subscriber to Common Line 800 Service will not receive a listing with their 800 number. Listings may be purchased at the rates and charges found in Part 12.
10. Ring Signaling
 - a. Unique ringing signal option is available with Common Line 800 Service. Unique ringing signal allows the customer to distinguish an incoming 800 type call from a call placed to the customer's local exchange telephone number.
 - b. A unique ringing signal is available only where facilities permit.
 - c. This feature is not available for use on PBX trunks, or on local exchange facilities arranged for multi-line hunting.

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)

B. Regulations (cont'd)

11. Ring Signaling (cont'd)

- d. There is no additional monthly charge for this feature. No additional nonrecurring charge applies if this feature is ordered on the initial installation of Common Line 800 Service. The change charges found in C. Rates below apply when this feature is added subsequent to the initial installation of Common Line 800 Service.
- e. For 60 days from the initial effective date of the tariff for this feature (1992), existing Common Line 800 Service customers may add this feature without incurring the change charge. In addition, for 60 days following the availability of the feature in areas where facilities are not currently available, existing Common Line 800 Service customers may add the feature without incurring a change charge.
- f. If the customer has the Common Line 800 Service configured for multiple terminations, unique ringing will be provided on only one termination. The termination with unique ringing must be in the Company's service area.

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)**C. Rates****Common Line 800 Service (MaxiMizer® 800)**

	<u>USOC</u>	<u>Monthly Charge</u>
1. Common Line 800 Service (In addition to the rate for the exchange service)		
1 or 2 Terminations	WFA	\$5.00
3 to 10 Terminations	8CTAX	
Over 10 Terminations	8CTBX	
	8CTCX	
2. IntraLATA Usage Rates ^{/1/}		
	<u>Per Minute Rate</u>	
a. Per Minute Plan		
Peak Time (Mon. Fri., 8:00 a.m. to 5:00 p.m.)	\$ 0.15	
Off-Peak Time (all other times) ^{/2/}	\$ 0.15	
	<u>Initial Period</u>	<u>Add'l Period</u>
b. 2 Hour Block Plan	\$15.00 ^{/3/}	\$ 0.125
c. 5 Hour Block Plan	\$30.00 ^{/4/}	.10
3. Change Charge	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u> ^{/5/8/}
Number of Terminations Charged Per 800 Number ^{/7/}		
1 or 2 Terminations	N/A	\$ 20.00
3 to 10 Terminations	N/A	90.00
Over 10 Terminations	N/A	225.00
Charge to Change Usage Plans	N/A	5.00
4. Call Detail Information Per account /B15/	N/A	12.50 ^{/6/}

/1/ The time when connection is established determines whether Day rates apply. The time is determined in accordance with the time--standard or daylight saving--legally or commonly in use at the location of the switching office of the calling service point. The time (at the calling service point) at which connection is established governs.

/2/ Includes all calls made on the following holidays: Christmas Day, New Year's Day, Independence Day, Thanksgiving Day and Labor Day.

/3/ Includes first 120 minutes or fraction thereof of usage.

/4/ Includes first 300 minutes or fraction thereof of usage.

/5/ Service connection charges do not apply in addition to these nonrecurring charges.

/6/ Not applicable if a Change Charge applies on the same order, or if ordered at the time of service establishment.

/7/ If a change is made that requires only one record entry but the change is common to all terminations, the appropriate charge is the charge for changing one termination. An example would be the request for a change of the 800 number.

/8/ No change charge applies for 800 Service if the order is negotiated by a party other than the Company, and that party also enters the necessary information into the 800 database without the aid of than the Company personnel.

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)**C. Rates (cont'd)****Common Line 800 Service (Home 800®)**

	<u>USOC</u>	<u>Monthly Charge</u>
1. Common Line 800 Service (In addition to the rate for the exchange service)		
1 or 2 Terminations	WFA	\$3.95
3 to 10 Terminations	8CTAX	
Over 10 Terminations	8CTBX	
	8CTCX	
2. IntraLATA Usage Rates ^{/1/}		<u>Per Minute Rate</u>
a. Per Minute Plan		
Peak Time (Mon. Fri., 8:00 a.m. to 5:00 p.m.)		\$ 0.20
Off-Peak Time (all other times) ^{/2/}		\$ 0.18
b. 1 Hour Block Plan	<u>Initial Period</u> \$ 9.00 ^{/3/}	<u>Add'l Period</u> <u>Per Minute</u> \$0.14
c. 2 Hour Block Plan	\$15.00 ^{/4/}	0.12
3. Change Charge	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u> ^{/5/8/9/}
Number of Terminations Changed Per 800 Number ^{/7/}		
1 or 2 Terminations	N/A	\$ 20.00
3 to 10 Terminations	N/A	90.00
Over 10 Terminations	N/A	225.00
Charge to Change Usage Plans	N/A	5.00
4. Call Detail Information Per account /B15/	N/A	12.50 ^{/6/}

/1/ The time when connection is established determines whether Day rates apply. The time is determined in accordance with the time--standard or daylight saving--legally or commonly in use at the location of the switching office of the calling service point. The time (at the calling service point) at which connection is established governs.

/2/ Includes all calls made on the following holidays: Christmas Day, New Year's Day, Independence Day, Thanksgiving Day and Labor Day.

/3/ Includes first 60 minutes or fraction thereof of usage.

/4/ Includes first 120 minutes or fraction thereof of usage.

/5/ Service connection charges do not apply in addition to these nonrecurring charges.

/6/ Not applicable if a Change Charge applies on the same order, or if ordered at the time of service establishment.

/7/ If a change is made that requires only one record entry but the change is common to all terminations, the appropriate charge is the charge for changing one termination. An example would be the request for a change of the 800 number.

/8/ No change charge applies for 800 Service if the order is negotiated by a party other than the Company, and that party also enters the necessary information into the 800 database without the aid of the Company personnel.

/9/ If the customer changes his 800 due to reasons which would negate the charge to change numbers under normal circumstances, nonrecurring change charge will not apply. An example would be a request for a number of changes due to annoying and anonymous phone calls.

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)**C. Rates (cont'd)****Common Line 800 Service (Southwestern Bell CUSTOM 8SM)**

	<u>USOC</u>	<u>Monthly Charge Per 800 Number</u>
1. CUSTOM 8 Service (in addition to the rates for the exchange service) per 800 number		
1 or 2 Terminations	WKA	\$10.00
3 to 10 Terminations	WKA	10.00
Over 10 Terminations	WKA	10.00

2. IntraLATA Usage Rates^{/1/}

The pricing structure for CUSTOM 8 will be based on tiered usage and a price per minute. The higher the cumulative monthly usage, the lower the per minute charges. The following table is the pricing and usage structure.

<u>Total Minutes Usage Per Month</u>	<u>Cost Per Minute</u>
0 – 599	\$.150
600 – 899	.145
900 – 1199	.140
1200 – 1799	.135
1800 – 2399	.125
2400 – 2999	.120
3000 +	.115

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u> ^{/1//4/}
3. Change Charge		
Number of Terminations Changed Per 800 Number ^{/3/}		
1 or 2 Terminations	N/A	\$ 20.00
3 to 10 Terminations	N/A	90.00
Over 10 Terminations	N/A	225.00
Charge to Chang Usage Plans	N/A	5.00
4. Call Detail Information Per account /B15/	N/A	12.50 ^{/2/}

/1/ Service connection charges do not apply in addition to these nonrecurring charges.

/2/ Not applicable if a Change Charge applies on the same order, or if ordered at the time of service establishment.

/3/ If a change is made that requires only one record entry but the change is common to all terminations, the appropriate charge is the charge for changing one termination. An example would be the request for a change of the 800 number.

/4/ No Change Charge applies for 800 Service if the order is negotiated by a party other than the Company, and that party also enters the necessary information into the 800 database without the aid of the Company personnel.

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)**D. Determining Charges**

1. The customer's Area of Service covers an area that is served by more than one Revenue Accounting Office (RAO), the customer's usage billing will be computed separately in each RAO. The customer will receive a separate billing statement from each RAO. Exception: If a LATA is served by two RAOs, the usage billing will not be split between the two RAOs.
2. Residence customers must choose one plan option for usage in each RAO. Associated charges for each usage option will apply.
3. The Minimum Average Time Requirement (MATR) for Common Line 800 Service usage is 30 seconds.
4. Method of Determining Monthly Usage Charges - Business Common Line 800 Service:
 - a. Determine the total number of completed calls for each 800 telephone number per Revenue Accounting Office (RAO).
 - b. Determine the minimum chargeable minutes for each 800 telephone number by multiplying the number of calls by .5.
 - c. Determine the total actual minutes of used for each 800 telephone number per RAO.
 - d. Determine the chargeable minutes for each 800 telephone number per RAO. This is the greater of b. or c. above. Round the result up to the next whole minute.
 - e. Determine the total usage charge per minute billing options by applying the rates shown on the rate table in C.2.a. (MaxiMizer[®] 800) above.
 - f. Determine the total usage charge for block plan billing options by applying the rates shown in the rate table in C.2.b. or C.2.c. (MaxiMizer[®] 800) above. For block plan billing options the initial period rate is the minimum monthly charge for any accumulated usage up to 120 or 300 minutes (depending on plan option selected) each month. The additional period rate is used for charging usage in excess of the initial allowable usage each month.

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)**D. Determining Charges (cont'd)**

5. Method of Determining Monthly Usage Charges - Residence Common Line 800 Service:
 - a. Determine the total number of completed calls for each 800 telephone number per Revenue Accounting Office (RAO).
 - b. Determine the minimum chargeable minutes for each 800 telephone number by multiplying the number of calls by .5.
 - c. Determine the total actual minutes of use for each 800 telephone number per RAO.
 - d. Determine the chargeable minutes of each 800 telephone number per RAO. This is the greater of B. or C. above. Round the result up to the next whole minute.
 - e. Determine the total usage charge for per minute billing options by applying the rates shown in the rate table in C.2.a. (Home 800) above.
 - f. Determine the total usage charge for block plan billing options by applying the rates shown in the rate table in C.2.b. or C.2.c. (Home 800) above. For block plan options, the initial period rate is the minimum monthly charge for any accumulated usage up to 60 or 120 minutes (depending on plan option selected) each month. The additional period rate is used for charging usage in excess of the initial allowable usage each month.
6. Usage which is delayed from being processed during the normal billing cycle, will be billed as usage during the next billing period immediately following the receipt of the message information which is necessary for billing. Previous months' bills which did not include usage which was delayed will not be reissued to account for the delayed usage.
7. Method of Determining Monthly Usage Charges – Southwestern Bell CUSTOM 8SM
Common Line 800 Service:
 - a. Determine the total number of completed calls for each 800 telephone number per RAO.
 - b. Determine the minimum chargeable minutes for each 800 telephone number per RAO by multiplying the number of calls by .5.
 - c. Determine the total minutes of use for each 800 telephone number per RAO.
 - d. Determine the chargeable minute of each 800 telephone number per RAO. This is the greater of paragraph B. or C. above. Round the result up to the next whole minute.
 - e. Determine the applicable per minute rate based on the cumulative number of minutes used in the month as shown in the C.2. (Southwestern Bell CUSTOM 8SM) above.

COMMON LINE 800 SERVICE (INTRALATA) (cont'd)**E. County Seat Calling Plan**

1. Descriptive Summary

The County Seat Calling Plan is a discounted Common Line 800 Service offering made available to county government offices and public school system subscribers only.

2. General Regulations

- a. The plan defines county government offices as those offices which are an official subdivision of the state government, and provide services for the residents of the county. Public school systems include school district offices and/or subdivisions of that office.
- b. Subscribers to the County Seat Calling Plan will receive MaxiMizer 800® Service at a discounted rate.
- c. The rules and regulations that apply to MaxiMizer 800 Service will also apply to County Seat Calling Plan subscribers. Any exceptions will be described in this section.

3. Rates and Charges

- a. The applicable monthly charge for the County Seat Calling Plan is 50% of the monthly rate of MaxiMizer 800 Service.
- b. The intraLATA usage charge for the County Seat Calling Plan is 50% of the intraLATA usage rates for MaxiMizer 800 Service.
- c. MaxiMizer 800 Service optional features will be available to County Seat Calling Plan subscribers at 100% of the published MaxiMizer 800 Service rates.