

APPLICATION OF GUIDEBOOK

This Guidebook applies to private line services furnished by the Company between two or more customer locations, provided all customer locations are within the same Local Access and Transport Area (LATA) in Kansas. This Guidebook also applies to private line services jointly provided by the Company and an Independent Local Exchange Carrier (ILEC).

This Guidebook contains the general regulations and definitions governing Private Line Services furnished by the Company and are in addition to the regulations set forth in other Company Guidebook sections.

1. Service Marks of the Company

The following marks, to the extent any are used throughout this Guidebook, are designated below.

Intelligent RedirectSM
SmartTrunkSM

2. Registered Trademarks of the Company

BizSaver®
DigiLine®
Home 800®

Line of Distinction®
MaxiMizer 800®
MicroLink I®
MicroLink II®
1+SAVER®
1+SAVER Direct®
Personality Logo®
Plexar®
SelectVideo Plus®
Signature Listing®
TeleBranch®
MegaLink®
GigaMAN®
OPT-E-MAN®
DecaMAN®

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REGULATIONS

A. Undertaking of the Company

1. Scope

- a. This Guidebook section contains the general regulations and definitions governing Private Line Services furnished by the Company and are in addition to the regulations set forth in other Guidebook sections.
- b. Private Line Service is the furnishing of the Company service components for communication between specified locations all within Local Access and Transport Areas (LATAs) of the state of Kansas, 24 hours daily, seven days per week. Service Components may be those of the Company only or those of the Company and other telephone companies.
- c. The Company does not undertake to transmit messages, but offers the use of its service components, where available, to customers for such purposes.

2. Limitations

- a. The use and restoration of service shall be in accordance with the Federal Communications Commission's Rules and Regulations which specify the priority system for such activities.
- b. The furnishing of service under this Guidebook will require certain physical arrangements of the service components of the Company and is, therefore, subject to the availability of such service components.
- c. Private Line Service may be limited in order to comply with orders issued under wartime authority of the President of the United States.

REGULATIONS (cont'd)**A. Undertaking of the Company (cont'd)**

3. Liability

- a. All limitation of liability sections herein or contained elsewhere in this Guidebook apply to all claims and causes of action brought by customers/patrons receiving service from providers who purchase the underlying service from the Company, whether the underlying service is a the Company retail service, an unbundled network element or is being resold by a telecommunications service provider. A patron is defined as a subscriber of a telecommunications service provider other than the Company.
- b. The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service hereunder where the same is caused by the negligence of the customer/patron or user. Any liability of the Company for damages arising out of any of the foregoing, or for failing to maintain proper standards of maintenance and operation, or for failing to exercise reasonable supervision shall, in no event, exceed an amount equivalent to the proportionate charge to the customer/patron for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. No other liability shall in any case attach to the Company in consideration of such interruptions.
- c. The Company shall be indemnified and saved harmless by the customer/patron or user against:
 1. Claims for libel, slander and infringement of copyright arising from the material transmitted over the service components;
 2. Claims for infringement of patents arising from combining with, or using in connection with, service components furnished by the Company, apparatus and systems of the customer/patron or user; and
 3. All other claims arising out of any act of omission of the customer/patron or user in connection with the service components provided by the Company.

REGULATIONS (cont'd)**A. Undertaking of the Company (cont'd)**

3. Liability (cont'd)

- d. The Company does not guarantee nor make any warranty with respect to service components provided by it for use in an explosive atmosphere. The customer/patron or user 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/patron or user 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/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 customer/patron to sign an agreement for the furnishing of such service components as a condition precedent to the furnishing of such service components.
- e. The Company is not liable for any defacement of or damage to the premises of a customer/patron (or user) resulting from the furnishing of channel service components or the attachment of the 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.
- f. The Company shall in no way be liable for any harm or any damages arising in connection with any failure to properly ground or bond the service, the premises, any structure in which the service is to be provided or used, or any service components, equipment, or associated wiring.

REGULATIONS (cont'd)**A. Undertaking of the Company (cont'd)**

4. Provision of Service Components

- a. The Company will provide all service components necessary for Private Line Service up to the demarcation point of the channel. The customer will be responsible for providing his own terminal equipment, customer-provided derivation equipment or communications system for use with such service as specified in this Guidebook.
- b. Private Line Service furnished by the Company will be provided at the rates contained in this Guidebook where service components and operating conditions permit. Where service components are not available and unusual expenditures or involved in making them available, the customer may be required to pay additional charges to cover the unusual expenditure in accordance with Paragraph D.4 of this Guidebook, or contract beyond the initial period, or both.
- c. The charges specified in the Guidebook do not contemplate installation, maintenance or repair work being performed by the Company employees involved at a time when overtime wages apply as a result of customer requests, nor do they contemplate work once begun being interrupted by the customer.

If the customer requests that labor be performed at hours of the day or days of the week other than normal work hours or days, or on holidays, or interrupts work once begun, an additional charge based on the additional costs involved applies. Such charges do not apply if sufficient advance notice is given so employees' work schedules can be changed. The additional charge does not apply to overtime or premium time worked at the Company's convenience.

In situations where the customer requests that "standby" Company personnel be provided for installation or maintenance irrespective of when such "standby" workmen are provided, the additional estimated cost of proving such "standby" personnel will be billed to the customer.

- d. When serving office boundary realignments are necessary at the discretion of the Company, those Private Line Services affected by the change will be reconfigured, and this may result in increases or decreases in charges. Any change in charges billed to a Private Line Service customer will become effective when the serving office area transfer is made.

REGULATIONS (cont'd)

A. Undertaking of the Company (cont'd)

4. Provision of Service Components (cont'd)

- e. When the customer requires the modification of standard service components not otherwise provided in this Guidebook, the modification can be furnished by the Company at additional rates and charges, provided the modification is in connection with and not detrimental to any of the services furnished in this Guidebook.
- f. The network interface shall be located in a manner consistent with federal and state regulatory requirements, as set forth in the definition of Demarcation Point in Part 2, Section 1, of this Guidebook.

B. Use

Authorized Use

The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued forthwith if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service or channels are being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

REGULATIONS (cont'd)**C. Obligations of the Customer****1. Customer Responsibilities**

The customer shall be responsible for:

- a. Damages to service components of the Company caused by the negligence or willful act of the customer and not due to ordinary wear and tear or other causes beyond the control of the customer.
- b. Reimbursing the Company for a loss through theft of the service components on the customer's premises.
- c. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between service components furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be required to install and maintain the Company service components 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.
- d. Obtaining permission for the Company agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the service components of the Company.
- e. Service components on the customer's premises shall be and remain the property of the Company.
- f. Furnishing and maintaining poles and/or underground service components on private property. The Company will not provide on-premises service components for the provision of Private Line Service.
- g. Grounding and/or bonding the premises and any structure in which service is to be provided or used, as well as any equipment and associated wiring.

2. Rearrangements and Repairs

A customer may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any service components or wiring on the Company side of the Demarcation Point, except upon the written consent of the Company.

3. Transfer of Service

Service furnished to one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is not lapse in service. The new customer must assume all the obligations of the previous customer. Such transfers are not subject to service charges if the service is assumed exactly as provided to the previous customer.

REGULATIONS (cont'd)**D. Payment Arrangements and Credit Allowances****1. Payment of Charges and Deposits****a. Advance Payments**

Applicants for service who have no 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 an application for service is placed with the Company, equal to the service charges, if applicable, and at least one month's charges for the service provided. The amount of the advance payment is credited to the customer's account as applying to any indebtedness of the customer for the service furnished.

b. Payment for Service

The customer is responsible for payment of all charges as specified in this Guidebook for services furnished the customer. Service charges are payable upon request.

c. Deposits

The Company may require an applicant or a present customer to post a deposit in accordance with the provisions of Part 2, Section 2 of this Guidebook, Rules and Regulations Applying to all Customers' Contracts.

2. Cancellation for Cause

The Company shall be authorized to discontinue service upon notice from any official charged with the enforcement of the law stating that such service is being used as an instrumentality to violate the law.

REGULATIONS (cont'd)**D. Payment Arrangements and Credit Allowances (cont'd)**

3. Minimum and Fractional Rates and Charges

- a. The minimum service period is one month, except when the cost of special construction is such as to necessitate a longer contract period.
- b. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a proportionate part of the monthly charges based on the actual number of days the service components are furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have 30 days.

The applicable charges for a Private Line Service, or any component thereof, including additions to an existing service, shall commence on the day after service is furnished and will continue to accrue through and include the day on which such service is discontinued.

When an existing Private Line Service, or any component thereof, is changed or rearranged at the request of the customer without the addition of service components, access lines or channels, any revision in charges necessitated thereby shall commence on the same day that the change or rearrangement is completed.

- c. In applying a rate involving a fraction of a cent, 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.

REGULATIONS (cont'd)

D. Payment Arrangements and Credit Allowances (cont'd)

4. Special Construction

- a. Rates and charges for special construction will be provided as set forth in AT&T FCC Tariff #69.
- b. Special Construction is that construction undertaken:
 1. Where service components are not presently available, and there is not other requirement for the service components so constructed.
 2. Of a type other than that which the Company would normally utilize in the furnishing of its services.
 3. Over a route other than that which the Company would normally utilize in the furnishing of its services.
 4. In a quantity greater than that which the Company would normally construct to serve the customer's needs.
 5. On a temporary basis until permanent service components are available.
 6. Involving abnormal costs.
 7. In advance of the normal construction on an expedited basis.
- c. A request for charges for special construction will be subject to a special Quotation Charge for the Direct administrative and engineering costs associated with the preparation of that particular quotation. The amount of such charges will be credited to the account of the customer when an order for that particular special construction is received within 90 days of the quotation. The customer will authorize, through a designated representative, the request for a quotation before the Company undertakes any work involved in developing such quotations.

REGULATIONS (cont'd)**D. Payment Arrangements and Credit Allowances (cont'd)****5. Change in Service Arrangement**

The service charge for the applicable operating speed applies when the customer requests a change in service arrangement that results in a change in operation of the service components provided by the Company.

If a modification of use causes a service to be re-designated from Exchange status to 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 Pricing Plan (TPP) must be equal to or longer than the remaining time in the existing TPP

Upgrades are permitted subject to underlying product guidelines in this Guidebook.

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

6. Suspension of Service

Upon request of the customer, service will be suspended without cancellation at any time after the minimum period of service. Service will be suspended for a period of not less than two weeks and billing shall continue at the full rate. For the purposes of this paragraph, the minimum service period shall be computed from the initial establishment of service or from the date the service was last restored from suspension.

7. Temporary Surrender of a Service

When, at the request of the Company, a service is temporarily surrendered by the customer for other than maintenance purposes, credit will be allowed, the amount of which will be determined in the same manner as for an allowance for interruptions.

8. Allowance for Interruptions

If the service is interrupted other than by the negligence or willful act of the customer, an allowance, as provided following, at the rate for that portion of the customer's service affected by the interruption, shall be made for the time such interruption continues after the fact is reported by the customer or detected by the Company.

- a. No credit is allowed for interruption of less than 24 hours (except for interruptions pursuant to Temporary Surrender of Service). Credit is allowed for the proportionate part of the monthly charge in multiples of one day for each 24 hours of interruption for the portion of the service rendered inoperative.
- b. For purposes of administering this regulation with respect to the determination of allowances for a fractional part of a month, every month is considered to have 30 days.

REGULATIONS (cont'd)**D. Payment Arrangements and Credit Allowances (cont'd)**

8. Allowance for Interruptions (cont'd)

- c. For periods of substandard performance as specified in Section 2 of this Guidebook, credit allowance from the time of notice by the customer shall be provided as follows:

<u>Length of Interruptions</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes up to 3 hours	1/10 day
3 hours up to 6 hours	1/5 day
6 hours up to 9 hours	2/5 day
9 hours up to 12 hours	3/5 day
Over 12 hours	One day

9. Cancellation of Application for Service

Where installation of service components, other than those provided by special construction, has been started prior to the cancellation, the charge specified in Paragraphs a. or b., following, whichever is lower, applies.

- a. A charge equal to the estimated costs incurred in such installation, less estimated net salvage.
- b. The charge for the minimum period of service ordered by the customer is provided in this Guidebook plus the full amount of any termination charges applicable.
- c. Installation of service components for a customer is considered to have started when the Company incurs any expense, including engineering, in connection therewith, or in preparation therefore, which would not otherwise have been incurred, provided the customer has placed an order with the Company for provision of service.

REGULATIONS (cont'd)

D. Payment Arrangements and Credit Allowances (cont'd)

10. Expedite Order Charge

- a. The following services can be expedited for an additional charge:

Special Signaling Services – Series 100
Sub-Voice Grade Service – Series 200
Voice Grade Service – Series 400

MegaLink® Digital Service
MegaLink 1.5 High Capacity Digital Service

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- b. If a customer desires that service 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.
- c. 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 Company.
- d. If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the following charges will apply:

Special Signaling, Sub-Voice Grade, Voice Grade Services and MegaLink® Digital Service
USOC: EODDO
Expedite Order Charge: \$ 650.00

MegaLink 1.5 High Capacity Digital Service
USOC: EODD1
Expedite Order Charge: \$ 650.00

REGULATIONS (cont'd)**E. Definitions**

The following definitions are in addition to the definitions found in Part 2, Section 1, of this Guidebook.

Baud

Denotes a unit of signal 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.

Bit

A bit is the smallest unit of information in the binary system of notation.

Bridging

The connection of a channel or channels to another channel or the common point where more than two channels of any type connect.

Channel

Denotes a portion of a Private Line Service which is a path (or paths) for electrical communication between two or more network inter-faces located on customer premises or between Company offices or between a network interface located on a customer's premises and a serving office. A channel may be furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical service component or route.

Contract

The service agreement between a customer and the Company under which service components for communication between specified locations for designated periods, and for the use of the customer or user specifically named in the contract are furnished in accordance with the provisions of the Guidebook.

Customer Premises Equipment

Devices, apparatus and their associated wiring, provided by a customer or user for use with service components furnished by the Company for Private Line Service and does not include customer-provided communications systems.

Demarcation Point

The point (referred to as Demarc Point or Network Interface) of interconnection between the Company's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarc Point will generally be 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 Demarc Point will be the most practicable minimum point of entry to the customer's premises.

Distribution Center

Indicates amplifying and bridging equipment required to connect the various local sections of a music network or to connect local sections to an interexchange section of that network.

Duplex Service

Denotes service which permits customers or users to communicate in both directions simultaneously.

REGULATIONS (cont'd)**E. Definitions (cont'd)**

The following definitions are in addition to the definitions found in Part 2, Section 1, of this Guidebook.
(cont'd)

Equalized

Denotes a procedure which provides for the component frequencies of the material transmitted having about the same relationship at the two ends of the channel.

Equivalent Analog Signal Power

"Equivalent Analog Signal Power" is the power of the analog signal at the output of a zero level decoder obtained when a digital signal is the input to the decoder. A zero level decoder yields an analog level of OdBm at its output when the input is a digital milliwatt signal.

Exchange

Denotes a unit established by the Company or a connecting company for the administration of telecommunications service in a specified area which usually embraces a metropolitan area, city, town or village and its environs. It consists of one or more serving offices together with the associated plant used in furnishing communications service within that area.

Half-Duplex Services

Denotes service which permits communication alternately in either direction, or for communication in one direction only, including bi-directional simultaneous transmission of tones required solely for control purposes or quick turnaround or synchronization.

Interexchange Carrier(s)(IC)

Denotes any individual, partnership, association, corporation or governmental agency or any other entity which subscribes to the services offered under the Access Service Tariff/Guidebook to provide intrastate telecommunications services for its own use or for the use of its customers (End Users). (C)

Interoffice Channel

That portion of a Private Line Service within the same LATA which interconnects (1) local distribution channels in different serving offices associated with intraexchange service or (2) interexchange channels with local distribution channels.

Intrabuilding Network Cable

Cable in a building that extends the outside plant distribution service components from the building entrance to equipment rooms, cross connection points or other distribution points.

IntraLATA

A Private Line Service where the Demarcation Points located on customer premises are wholly within a LATA as defined in this Guidebook.

Isochronous

Isochronous is transmission timing derived from the signal carrying the data. (i.e., No timing or clock lead is provided at the customer interface.)

REGULATIONS (cont'd)**E. Definitions (cont'd)**

The following definitions are in addition to the definitions found in Part 2, Section 1, of this Guidebook.
(cont'd)

Local Distribution Channel

That portion of a Private Line Service which interconnects a network interface located on a customer's premises to (1) an interexchange or interoffice channel; (2) another network interface on the same or on a different premises in the same serving office area via another local distribution channel to a network interface located on that same or a different premises; and (3) a port on a Company provided Network Reconfiguration Service.^{/1/}

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Multipoint Service

Denotes a service arrangement which provides communication capability between more than two private line network interfaces within the same LATA constituting a common dedicated communications system.

Move

- A) When used in connection with the application of move charges for Private Line Service, denotes a change in the physical location on different premises when made at the request of the customer, without discontinuance of service, of service components provided by the Company.
- B) When used in connection with the application of MegaLink 1.5 denotes a change in the physical location (whether on the same or different premises) when made at the request of the customer without discontinuance of service, of service components provided by the Company.

National Security Emergency Preparedness (NSEP) Telecommunication Service

Those services used to maintain a state of readiness or to respond to and manage any event or crisis, i.e., local, national or international, which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the National Security Emergency Preparedness posture of the United States.

Network Interface

See Demarcation Point.

Network Reconfiguration Service (NRS)

A central office based service which permits customers to remotely reconfigure their dedicated networks without going through normal Company service order procedures.

Network Reconfiguration Service (NRS) Hub

A designated Company office where NRS is provided. An NRS Hub may be collocated with a customer's normal Serving Office or a Primary Serving Office. NRS Hub locations are specified in the National Exchange Carrier Association, Inc.'s Wire Center Information Tariff.

/1/ 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.

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REGULATIONS (cont'd)**E. Definitions (cont'd)**

The following definitions are in addition to the definitions found in Part 2, Section 1, of this Guidebook.
(cont'd)

Other Line Charge

The charge applied by another telephone company for the portion of an intraLATA interexchange service which it furnishes. The "other line" charge added to the Company's charge for the portion of the intraLATA interexchange service which it furnishes is the through charge for the entire intraLATA interexchange service furnished jointly by the Company and other telephone companies.

Premises Wiring

Wiring on the customer's side of the Demarcation Point provided for use with service components furnished by the Company for Private Line Service.

Prime Service Vendor

The service vendor from who the customer, or their authorized agent, orders NSEP Telecommunications Service.

Private Line Service

Channels and other service components (when provided by the Company) provided solely for the use of a customer or user.

Service Components

All the plant and equipment of a Company, including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished or supplied for, by or in connection with the business of the Company, including any construction work in progress.

Service Point

Denotes the service components furnished by the Company at a location on a premises and connected for Private Line Service, or:

Denotes a point on a premises at which a Private Line Service is terminated where the service at that premises involves only channels furnished by the Company and the transmitting or receiving equipment, or combination transmitting and receiving equipment, is furnished by the customer or:

Denotes certain designated Company locations where a Private Line Service terminates in Company provided central office based services or equipment e.g., Central Office Multiplexing, Network Reconfiguration Service.^{/1/}

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Subcontracting Service Vendor

The service vendor who, under contract or Guidebook Concurrence, agrees to provide a portion of an NSEP Telecommunications Service.

/1/ 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.

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REGULATIONS (cont'd)

E. Definitions (cont'd)

The following definitions are in addition to the definitions found in Part 2, Section 1, of this Guidebook.
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Station Port

A station port is the classification of the station interface for off-premises main stations or extension stations of a premises PBX (or similar) switching system used in reference to loop signaling requirements on grandfathered and registered PBX Systems.

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Telephone Company

The Company.

Termination

When used in connection with the application of termination charges for Private Line Services, denotes the discontinuance, either at the request of the customer or by the Company under its regulations concerning cancellation for cause, of service or service components provided by the Company.

REGULATIONS (cont'd)**F. Connections**

1. General

Customer Premises Equipment and Communications Systems provided by the customer may be connected at the customer's premises to Private Line Service furnished by the Company where such connections are made in accordance with applicable provisions of Part 2, Section 9 (or Part 20, Section 2 for grandfathered services): Connections of Terminal Equipment and Communications Systems.

2. Responsibility of the Customer

- a. The customer shall be responsible for the installation, operations and maintenance of Customer Premises Equipment or Communications System. No combination of Customer Premises Equipment or Communications System shall require change in, or alteration of, the services of the Company, cause electrical hazards to Company personnel, damage to Company service components, malfunction of Company billing equipment or degradation of service to persons other than the user of the subject Customer Premises Equipment or Communications System. Upon notice from the Company that Customer Premises Equipment or Communications System is causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.
- b. The customer shall be responsible for the payment of a deregulated, nonrecurring Maintenance of Service Charge for each repair visit to a premises of the customer or the premises of any other customer where the service difficulty or trouble results from the use of equipment or service components provided by the customer.
- c. The customer shall be responsible for ordering and specifying the type of Private Line Service required for operation with Customer Premises Equipment or Communications Systems provided by the customer.
- d. Where a customer elects to connect a customer-provided communications system to Private Line Service, the customer shall be responsible for:
 1. Compatibility of the connected communications system to Private Line Service. This includes the replacing of Network Channel Terminating Equipment (NCTE) due to technological changes in the network.
 2. Testing, sectionalization and clearance of trouble conditions or service difficulties on any communications system which is connected to Private Line Service.

REGULATIONS (cont'd)**F. Connections (cont'd)**

3. Responsibility of the Company

- a. Private Line Service is not represented as adapted to the use of the Customer Premises Equipment or Communications Systems. Where such Customer Premises Equipment or Communications Systems are used with Private Line Service, the responsibility of the Company shall be limited to the furnishing of service components suitable for Private Line Service and to the maintenance and operation of such service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for: (1) the through transmission of signals generated by the Customer Premises Equipment or Communications System or for the quality of, or defects in, such transmission, or (2) the reception of signals by Customer Premises Equipment or Communications Systems, or (3) damage to Customer Premises Equipment or Communications Systems due to testing.
- b. The Company will, at the customer's request, provide information concerning interface parameters needed to permit Customer Premises Equipment to operate in a manner compatible with Private Line Service.
- c. The Company shall not be responsible for modification, alteration or replacement of Customer Premises Equipment or Communications Systems rendered inoperative or obsolete by changes in service components, operations or procedures of the Company used in providing Private Line Service.

4. Violation of Regulations

When any Customer Premises Equipment or Communications System is used with Private Line Service in violation of any of the provisions in this Section, the Company will take such immediate action as necessary for the protection of the telecommunications network and the Company employees and will promptly notify the customer of the violation. The customer shall take such steps as are necessary to discontinue such use of the Customer Premises Equipment or Communications System or correct the violation and shall confirm in writing to the Company within ten days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as there is compliance with the provisions of this Guidebook.

REGULATIONS (cont'd)**F. Connections (cont'd)****5. Connections of Customer Premises Equipment and Communications Systems**

- a. The customer shall be responsible for providing any required Digital Network Channel Terminating Equipment (NCTE). The undertaking of the Company is to furnish Private Line Service as ordered and specified by the customer up to the Demarcation Point.
- b. Unless a specific waiver has been granted by the Federal Communications Commission, or except as otherwise provided in c., following, all connections of registered equipment to services furnished by the Company will be made through a point of demarcation. In most cases, this will be through a Company-provided standard jack. For simple wiring where there is no Company provided standard jack at the Demarcation Point, customers may make connections by direct attachment to Company-installed wiring at points on the customer's side up to and including at the Demarcation Point. In the case of registered communications systems utilizing complex wiring, a method of connection, jacks, terminal strips, etc., will be provided by the Company.
- c. The requirement for the use of standard jacks as described in b., preceding, is waived for registered equipment which is located in hazardous or inaccessible locations.

6. Accessories

Accessories provided by customers may be used with Private Line Service provided that such accessories comply with the provisions of Paragraph F.2, preceding.

7. Channel Derivation Devices

- a. Customer-provided channel derivation devices that are used to create additional channels in accordance with Paragraphs F.7, a. and c., following, may be connected to Private Line Service subject to Paragraph F.2., preceding.
- b. Subject to the normal transmission characteristics of the Private Line Service ordered, the customer may create additional channels; digital bit streams, from the service ordered through the use of channel derivation equipment located at the customer's premises.
- c. The Company makes no representation as to: (1) the suitability of the channels provided by it for such subdivision into additional channels by derivation equipment or (2) the suitability of the resultant-derived channels for any communications purpose.
- d. Additional channels derived by this equipment may be connected at the customer's premises to Local Exchange Telephone Service, Long Distance Message Telecommunications Service and Wide Area Telecommunications Service in accordance with provisions for such connections in Company Guidebooks for these other services.

REGULATIONS (cont'd)**F. Connections (cont'd)**

8. Connections to Other Services Furnished by the Company to the Same Customer or Different Customers

Private Line Service provided by the Company may be connected to another Private Line Service or the following other services provided by the Company at the Customer's premises:

- Local Exchange Telephone Service^{/1/}
- Long Distance Message Telecommunications Service
- Wide Area Telecommunications Service

Private Line Service may be connected to other Private Line Services provided by the Company at a designated Hub location through the use of certain Additional Service Features available in other Sections of this Guidebook.

9. Connection of Network Channel Terminating Equipment

Effective January 2, 1986, in accordance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket 81-216, (FCC 85-564), Part 68 of the Federal Communications Commission's Rules and Regulations (Registration Program), was amended to provide for inclusion of Network Channel Terminating Equipment (NCTE) for direct connection to subrate and high capacity digital services. The following dates and regulations were established.

- a. Grandfathered Equipment - Terminal equipment, including its premises wiring and protective apparatus (if any) and multiline terminating systems that were directly connected to subrate digital services on January 2, 1986, may remain connected and be reconnected to such signal services for life without registration, unless subsequently modified.
- b. Interim Installations - An interim program established by the Federal Communications Commission and the Company allowed for connection of terminal equipment, including premises wiring and protective apparatus (if any) to be installed (including additions to existing systems) up to June 30, 1987, without registration of any terminal equipment involved, provided that these terminal equipments were of a type directly connected to subrate or 1.544 Mbps digital services as of January 2, 1986, or they appeared on the interim program summary for approved equipment. Any equipment connected pursuant to this interim program may require modification at the owner's expense in response to Part 68 of the Rules as adopted by the Federal Communications Commission.
- c. Registered Only Equipment - Any terminal equipment connected to subrate or 1.544 Mbps digital services after June 30, 1987, must comply with Part 68 of the Federal Communications Commission's Rules and Regulations (Registration Program). The equipment must also comply with the requirements of Technical Reference Publications 62411 and/or 62310.

/1/ See exceptions for Digital Loop Service, Guidebook Part 6, Section 7, Primary Rate ISDN SmarttrunkSM Integrated Services and Primary Rate ISDN SelectData[®] (Guidebook Part 17, Section 2).

REGULATIONS (cont'd)**G. Method of Applying Rates**

1. General

The method of applying rates for Private Line Service channels and Additional Service Features is provided in Part 15, Section 2 of this Guidebook.

2. Cross Boundary Jurisdiction

In those cases where an intraexchange service has stations in Kansas and another state, the service is considered as jurisdictionally intrastate. The application of charges is modified to apply the charges for that portion of the service located in the other state to be pursuant to that state's tariff or guidebook. (See E., preceding for a definition of exchange).

3. Multiple Bill Meet Point Billing Arrangement

The Multiple Bill Meet Point Billing (MPB) Arrangement allows each local exchange company providing intraLATA Private Line service to bill the customer for that company's portion of a jointly provided service according to that company's Private Line Service Tariff or Guidebook.

a. General

The local exchange companies will render separate bills where a portion of the service is located in the territory of the Company and a portion of the service is located in the territory of an Independent Local Exchange Carrier (ILEC).

b. Ordering

Each local exchange company involved in the provision of the service will accept an order for service from the customer. The local exchange companies involved in providing the service will develop a mutually agreeable working arrangement to allow one of the exchange companies to perform the service coordination for all services requested.

c. Rating and Billing of Service

Each local exchange company will provide its portion of the service based on the regulations, rates and charges contained in its Private Line Service Tariff or Guidebook.

The charges to be billed by SWBT for channel mileage will be determined as follows:

1. Develop a total mileage for the service using the V-H Coordinate Method described in G.4 following.
2. Obtain the appropriate billing percentage from National Exchange Carrier Association (NECA) Tariff FCC No. 4 for the SWBT premises involved.
3. The Company's rates and charges are multiplied by the appropriate quantity and billing percentage to obtain the charges for the Company.

REGULATIONS (cont'd)**G. Method of Applying Rates (cont'd)**

4. Determination of V-H Mileage

The rate distances for Private Line Service channels should be determined as follows:

a. Determination of V-H Coordinates
- Interoffice Channels

The rate distance is measured between Serving Offices or the Serving Office and a Digital or Network Reconfiguration Service (NRS)^{/1/} Hub or between Digital or NRS Hubs, within the same LATA for the Interoffice Channel. The V-H coordinates for the Serving Offices, Digital Hubs and NRS Hubs are listed in the National Exchange Carrier Association, Inc.'s Wire Center Information Tariff. (C)

b. Calculation of V-H Mileage

1. Determine the difference between the "V" coordinates for the Serving Offices, or the Digital or NRS Hub and the Serving Office within the same LATA. Similarly, determine the difference between the respective "H" coordinates. The difference is always determined by subtracting the smaller coordinate from the larger.
2. Square each difference obtained in paragraph 1., above.
3. Add the squares of the "V" difference and the "H" difference obtained in paragraph 2., above.
4. Divide the sum of the squares obtained in paragraph 3., above, by ten.
5. Obtain the square root of the result obtained in paragraph 4., above. Fractional mileage distances should be rounded to the next higher full mile.

Example:

- Interoffice Channel to a Digital Hub

<u>V</u>	<u>H</u>				
Topeka Digital Hub	7110	4369			
Lawrence Serving Office		<u>7097</u>	<u>4293</u>		
difference	13	76			
sum of the squares	169	+ 5,776	=	5,945	

$$\sqrt{\frac{5,945}{10}} = 24.38 = 25 \text{ V-H Miles}$$

/1/ 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.

(N)
(N)

REGULATIONS**H. Special Taxes, Fees and Charges**

1. General

- a. There shall be added to the customer's bill or charge as a part of the rate for service, a surcharge equal to the pro-rata share of any franchise, occupation, business, license, excise, privilege or other similar tax, fee or charge (hereafter called "tax") now or hereafter imposed upon the Company by any taxing body or authority, whether presently due to hereafter become due.
- b. On and after the effective date thereof, any subsequent increase, decrease, imposition or determination of liability for such taxes, fees or charges, as described above, shall be applied in the manner provided below to the customer's bill or charge on each individual billing date.
- c. When such a tax or taxes are imposed in terms of a flat sum payment of money, the surcharge applicable to each customer's bill or charge, as the pro rata share of such taxes described above, shall be determined by relating the flat sum payment to the total local exchange revenues within the jurisdiction of the taxing body; the fraction so described shall be converted to a percentage and applied to the customer's bill or charge so that the amount added, when accumulated from all customers residing in the geographic jurisdiction of the body, will equal the amount of the flat sum payment.
- d. When such tax or taxes are imposed in terms of a percentage of revenues or gross receipts, the surcharge applicable to each customer's bill or charge as the pro rata share of such taxes described above shall be determined by dividing the tax expressed as a percentage by 100 percent minus the tax expressed as a percentage and multiplying the decimal thus obtained by the customer's charges to which such tax applies.

$$\frac{\text{Tax}(\%)}{100\% - \text{Tax}(\%)} \times \text{Taxable Charges}$$

- e. The Guidebook charge constituting the amount of the surcharge provided for herein shall be stated separately on each customer's bill.
- f. Where more than one tax, fee or charge is imposed by a taxing body or authority, the total of such surcharge applicable to a customer may be billed to the customer as a single amount.

REGULATIONS

I. Promotional Programs

The Company may, during certain promotional periods, offer a customer special rate incentives and/or waive in full or in part the nonrecurring charge for the purpose of stimulating Guidebook offers.

J. Kansas Universal Service Fund (KUSF) Assessment

(C)

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

(C)

(C)