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APPLICATION OF GUIDEBOOK <sup>/1/</sup>

- A. This guidebook contains the description, regulations, and rates applicable to services offered by the Company. Services are furnished subject to the availability on a continuing basis of all the necessary facilities as set forth in this guidebook.
- B. The Company operates as a facilities-based provider of service.
- C. The rates and regulations contained in this guidebook apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange carrier or other common carrier for use in accessing the services of the Company.
- D. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this guidebook (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of the Company to exercise any right under this guidebook or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option hereunder.
- E. The provision of services are subject to existing regulations and terms and conditions specified in this guidebook and may be revised, added to or supplemented by superseding guidebooks.
- F. The Company reserves the right to offer its customers a variety of services as deemed appropriate by the Company.
- G. The Company will provide services requested by customers which are not included in this guidebook, depending on equipment and facility availability and economic considerations. Pricing for these Services will be accomplished on an Individual Case Basis (ICB) or a customer specific contract.
- H. This guidebook is applicable to business and residential customers.

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

The following are the only symbols used for the purposes indicated below:

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

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## DEFINITIONS <sup>/1/</sup>

Certain terms used generally throughout this Guidebook are defined below:

Advance Payment: Part or all of a payment required before the start of service.

Applicant: Any entity or individual who applies for service under this guidebook.

Authorized User: An end user authorized by the customer to use the service.

Bellcore: An independent telecommunications research company.

Business Customer: A customer that uses a business line as provided by a local exchange carrier.

Carrier: A company registered by the Kansas Corporation Commission to provide telecommunications services.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Centrex: A Central Office based business communication system.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and termination of customer's own choosing.

Channel Mileage: Distance calculated using the telephone industry standard Rate Centers ("V" & "H") between Company's and Customer's Premises.

Collect Call: A billing arrangement where a call is billed to the called station.

Company: Company refers to AT&T Kansas.

Contract: An agreement between customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of service. The contract may or may not accompany an associated service order.

Customer: A person, firm, corporation or other entity which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to all customer locations and for compliance with guidebook regulations.

Customer Premises Equipment (CPE): Equipment located at the customer's premises for use with the Company's services. CPE can include, for example, a station set, facsimile machine, key system, PBX, or other voice and data communication equipment.

Dedicated Access Service: Denotes non-switched, point-to-point services over fully dedicated lines, at a fixed monthly rate, between customer's premises and Company facilities.

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DEFINITIONS (Cont'd) <sup>/1</sup>

Demarcation Point: Denotes the point of interconnection between the Company's facilities and the wiring at the customer's premises.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for services.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DSL: Digital Subscriber Line.

Exchange Access Lines: Central Office equipment and related facilities, including the network interface, which provide access to and from the telecommunications network.

Exchange Area: The term "Exchange Area" denotes a geographically defined area through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide communications services.

FCC: Federal Communications Commission.

Holidays: Denotes all Company-specified Holidays.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's requirements.

Interexchange Carrier (IXC): A long distance telecommunications services provider.

ISDN: Integrated Services Digital Network. A digital technology that allows the provision of more than one (1) communication path, called channel, over the same copper wire arrangement that provides traditional telephone service.

Local Exchange Carrier (LEC): A provider of local telephone service.

LERG: Local Exchange Routing Guide. A Bellcore document which lists all North American Class 5 Offices (Central Offices or end offices) and which describes their relationships to Class 4 Offices (Tandem Offices).

Local Calling Area: The area within which a subscriber for local exchange service may make telephone calls without incurring a long distance charge.

Mbps: Megabits per second or millions of bits per second.

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DEFINITIONS (Cont'd) <sup>/1/</sup>

Monthly Recurring Charges (MRC): Charges that are assessed for services included within this guidebook on a recurring, monthly basis.

Nonrecurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the customer becomes liable at the time the service order is executed.

NPA: Numbering plan area or area code.

NX: The first three digits of a seven-digit telephone number.

PBX: Private Branch Exchange.

Point of Presence (POP): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A carrier's Point of Presence usually means a location where the carrier connects to other carriers or its customers.

Premises: Denotes a building, a portion of a building in a multitenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Private Line Service: Denotes non-switched point-to-point service over fully dedicated lines.

Rate Center: Denotes a geographically specified point used to determine distance dependent rates.

Residential Customer: A customer that uses a residential line as provided by a local exchange carrier.

Service: The telecommunications services offered by the Company.

Service Area: The area in which the Company provides service.

Service Connection Charge: A one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of services and/or equipment.

Service Order: The request for facilities or service by an applicant or customer. The request may be in writing, or orally, at the Company's discretion. Acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this guidebook, but the duration of the service is calculated from the Service Start Date.

Service Start Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use.

Station: Telephone equipment from or to which calls are placed.

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DEFINITIONS (Cont'd) <sup>/1/</sup>

Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Termination of Service: Discontinuance of both incoming and outgoing service.

Third Number Billing: A billing option that allows a call to be billed to an account different from that of the calling or called party.

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

V & H: Vertical and Horizontal geographic coordinates.

White Pages Directory Listing: A directory listing found in the local White Pages telephone directory.

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REGULATIONS <sup>/1</sup>

## 2.1 Undertaking of the Company

## 2.1.1 Scope

The Company undertakes to provide and is only responsible for the services offered in this guidebook on the terms and conditions and at the rates and charges specified herein. The Company may offer various unregulated Services in conjunction with or ancillary to its regulated Services. The Company is not responsible to any other entity or its respective customers for any service provided by the other entity that purchases access to the Company network or uses any of the Company's facilities or services, in order to originate or terminate its own services, or to communicate with its own customers.

## 2.1.2 Shortage of Equipment and Facilities

Service is offered subject to the availability of facilities, equipment, or systems; the Company's ability to fulfill the request for service; and the provisions of this guidebook. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide or to limit service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

## 2.1.3 Terms and Conditions

## A. Minimum Contracts

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one (1) month, and shall continue to be provided on a monthly basis until canceled by the customer. Unless otherwise specified herein, for the purpose of computing charges in this guidebook, a month is considered to have thirty (30) calendar days. All calculations of dates set forth in this guidebook will be based on calendar days, unless otherwise specified herein.
2. Except as provided in this guidebook, the length of minimum contract period for directory listings is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to customers.
3. The Company may require a minimum contract period longer than one (1) month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction or special service terms, necessary to meet special demands and involving extra cost or expense.

B. Customers may be required to enter into written service orders which will contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, and the duration of the services. Customers will also be required to execute any other documents as may be requested by the Company.

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

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.3 Terms and Conditions (Cont'd)

- C. Except as otherwise stated in the guidebook or by contract, at the expiration of the initial term specified in the applicable service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates until terminated by either party. The Company and customer may agree that the service shall automatically renew for the term of the initial contract. Any termination shall not relieve customer of its obligation to pay any charges incurred under the service order and this guidebook prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Another telephone company or provider of telecommunications service must not interfere with the right of any person or entity to obtain service directly from the Company. The customer is absolutely prohibited from reselling the Company's services unless done in compliance with state and federal laws, rules and regulations, and with written permission from the Company.
- E. The customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. Except as provided by state or federal requirements, the Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

## 2.1.4 Notification of Service-Affecting Activities

Where possible, the Company may, at its sole discretion, provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business.

## 2.1.5 Taxes, Surcharges, and Fees

- A. The customer is responsible for the payment of any sales, use, gross receipts, excise, access, 911/E911, subscriber line, franchise, occupation, business, license, privilege or other local, state, or federal charges or surcharges, however designated, including whether assessed directly on the Company or assessed on another company or carrier and passed on to the Company (hereinafter individually or collectively referred to as "Fees"), as determined and billed by the Company. The rates for services provided in this guidebook, unless otherwise specified herein, do not include fees. Fees imposed by a particular jurisdiction (e.g., county or municipality) will be billed only to those customers residing in the affected jurisdiction. When the Company by virtue of collecting fees incurs significant costs that would not otherwise normally be incurred, all such costs shall be determined by the Company and billed, insofar as practical, to the customers residing in the affected jurisdiction. The customer is responsible for any fees that become applicable retroactively.

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## REGULATIONS (Cont'd) /1/

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.5 Taxes, Surcharges, and Fees (Cont'd)

B. Should a local, state or federal jurisdiction assert a right to impose fees on the Company's operations, the Company may elect to bill the customer and collect such fees or it may elect not to do so, pending the conclusion of any challenges to such jurisdiction's right to impose fees. If it has billed and collected the fees and the fees later are found to have been invalid and unenforceable, the Company shall credit or refund such amounts to affected customers, less a reasonable administrative fee, only if the fees collected were retained by the Company or the fees delivered to the jurisdiction in question were later returned to the Company. If the fees were paid to the jurisdiction in question and not returned to the Company, the customer agrees that his/her/its recourse is against the jurisdiction in question and not against the Company. The customer specifically agrees to hold the Company harmless from any and all liability for fees that were delivered to the jurisdiction in question and not returned to the Company.

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

## 2.1.6 Interconnection with Other Carriers

Interconnection with the facilities or service of other carriers shall be under applicable terms and conditions of an interconnection agreement. Any special interface equipment or facilities necessary to achieve compatibility between facilities of the Company and other participating carriers will be provided at the customer's expense.

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

## 2.2 Limitations on Liability/Indemnity

2.2.1 The Company shall not be liable to the customer or authorized user for, and the customer and any authorized user, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided services and equipment with any facilities, services, functions, or products provided by the customer or authorized user or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the customer or authorized user at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- C. A breach in the privacy or security of communications transmitted over its facilities; or
- D. Mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company provided facilities caused by customer-provided equipment or premises wire; or
- F. The disconnection of service for failure to pay the charges billed to customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, so long as such disconnection of service complied with the applicable department rules and regulations; or
- G. Violations of the obligations of the customer paragraph of this guidebook; or
- H. Defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt; or

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

## 2.2 Limitations on Liability/Indemnity (Cont'd)

## 2.2.1 (Cont'd)

- J. Any loss, destruction or damage to property of the Company, the Company's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives, invitees or authorized users; or
- K. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in this guidebook, so long as the Company has complied with any applicable department rules and regulations related thereto; or
- M. Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees paragraph of this guidebook; or
- N. Any act, error, omission, interruption, delay, or defect caused by or contributed to by:
  - 1. Another company or carrier, or their agents or employees, when the facilities or equipment of the other company or carrier are used for or with the services the Company offers. This includes the provision of a signaling system or other database by another company; or
  - 2. The customer, or any third party acting as its agent, in connection with Company provided or customer-provided facilities or equipment including, but not limited to, the customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the customer to the Company's network.

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

## 2.2 Limitations on Liability/Indemnity (Cont'd)

2.2.2 The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, its employees or agents.

2.2.3 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the customer for the specific services giving rise to the claim, and no action or proceeding against the company shall be commenced more than one (1) year after the service is rendered.

2.2.4 The Company makes no warranties or representations with respect to its service, except those expressly set forth in this guidebook.

2.2.5 The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.2.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

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

## 2.3 Provision of Equipment and Facilities

## 2.3.1 General

- A. The Company shall use reasonable efforts to make services available to a customer on or before a particular date, subject to the provisions of and compliance by the customer with, the regulations contained in this guidebook. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the customer. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company or an agent designated by the Company, except upon the written consent of the Company. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the customer.
- C. Equipment installed at the customer's premises for use in connection with the services the Company offers will not be used for any purpose other than that for which the Company has provided it.
- D. Unless otherwise set forth in this guidebook, the Company will not be responsible for the installation, operation, or maintenance of any CPE. Where such equipment is connected to the facilities furnished pursuant to this guidebook, the responsibility of the Company shall be limited to the furnishing of facilities offered under this guidebook and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - 1. The transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. The reception of signals by customer-provided equipment; or
  - 3. Network control signaling where such signaling is performed by customer-provided network control signaling equipment; or
  - 4. The electric power consumed by CPE which shall be provided by, and maintained at the expense of, the customer; or
  - 5. For ensuring that CPE connected to Company equipment and facilities is compatible with such equipment and facilities (the customer is responsible for ensuring such compatibility).
- E. Any CPE attached to the Company's network shall be in conformance with all FCC requirements, rules and regulations.

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

## 2.3 Provision of Equipment and Facilities (Cont'd)

## 2.3.2 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the customer's expense.

## 2.3.3 Non-routine Installation

At the customer's request, non-routine installation and/or maintenance may be performed outside of the Company's regular business hours and at the Company's discretion in hazardous locations. In such cases, additional charges may apply. If installation is started during regular business hours but at the customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 2.3.4 Ownership of Facilities

Title to all facilities provided in accordance with this guidebook for provision of service to the customer remains with the Company or third party vendor providing facilities on behalf of the Company.

## 2.3.5 Use of Service

Service is furnished for use by the customer and may be used by others only as specifically provided elsewhere in this guidebook.

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information, without payment of the charges applicable to such use. A customer shall use no device with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge or defrauding the Company.
- B. Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately cease use of service if such use is causing interference with or impairing the service of others.
- C. If a customer's use of service interferes unreasonably with the service of other customers and that interference is believed by the Company to be related to the quantity or grade of service that the customer has purchased, the interfering customer may be required to take service in sufficient quantity, or of a different class or grade, or to cooperate with the Company to eliminate such interference.

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

## 2.4 Obligations of the Customer

## 2.4.1 General

The customer shall be responsible for.

- A. Payment of all applicable charges pursuant to this guidebook, contracts, or special assembly or special construction; and
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; the noncompliance by the customer with these regulations; or by fire, theft or other casualty on the customer's premises; and
- C. Providing at reasonable charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises; and
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the customer from the premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this paragraph prior to accepting an order for service; and
- E. Ensuring that its equipment and/or system or that of its agent is properly interfaced with the Company's service; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer and in compliance with the criteria set forth in this guidebook; and that the signals do not damage Company equipment, injure its personnel or degrade service to other customers. If the customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service without liability; and

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 2.4 Obligations of the Customer (Cont'd)

## 2.4.1 General (Cont'd)

- F. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and
- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any customer premises or the rights-of-way for which customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- H. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or CPE leased by the customer from the Company; and
- I. Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes; and
- J. Promptly notifying the Company in writing, of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and shall cooperate in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

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

## 2.4 Obligations of the Customer (Cont'd)

## 2.4.2 Claims

The customer shall indemnify, defend and hold harmless the Company as set forth in the Limitation of Liability/Indemnity paragraph of this guidebook or as provided elsewhere in this guidebook.

## 2.4.3 Inspections

- A. Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this guidebook for the installation, operation, and maintenance of customer-provided facilities and equipment connected to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. The Company will, upon request, provide the customer with a statement of technical parameters that the customer's equipment must meet. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for corrective action. Within three (3) days of receiving this notice a customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.4.4 The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Guidebook including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 2.5 Establishment of Service

This paragraph establishes the provisions regarding applications for service, establishing credit, and customer deposits. Where inconsistent, the State Corporation Commission rules of Kansas governing Establishment of Service shall apply.

## 2.5.1 Application for Service/Service Order

- A. An Applicant for Service may be required to sign an application form requesting the Company to furnish facilities or service in accordance with the rates, charges, rules and regulations as set forth in this guidebook. This application for service, together with the provisions of this guidebook, establishes the contract between the Company and the customer, which may not be assigned or transferred in any manner.
- B. The Company may conduct a credit investigation of each new customer or applicant prior to accepting the service order, a deposit or an advance payment. An applicant who cannot establish a satisfactory credit standing, or a customer whose service has been discontinued for non-payment of bills for any service subject to this guidebook, may be required to provide the Company a security deposit at any time.
- C. The Company may refuse to provide service to a customer with outstanding, undisputed charges. Payment of all unpaid, undisputed charges, as well as a deposit and advance payment for all connection charges, may be required prior to reestablishing service.

## 2.5.2 Establishment of Credit

- A. General
  1. The Company may, in order to assure payment of its charges for service, require applicants and existing customers to establish and maintain credit acceptable to the Company.
  2. The establishment and reestablishment of acceptable credit does not relieve the applicant or customer from compliance with other provisions in this guidebook as to advance payments and the payment of charges due, and will in no way modify the provisions regarding disconnection and Termination of Service for failure to pay charges due for service or facilities furnished.
  3. A customer may be required to reestablish credit in accordance with this guidebook when the amount of service furnished or the basis on which credit was formerly established, in the sole opinion of the Company, has significantly changed.

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

## 2.5 Establishment of Service (Cont'd)

## 2.5.3 Advance Payments

To safeguard its interests, the Company may require an applicant or customer to make advance payment before services or facilities are provided. The advance payment will not exceed the amount equal to the Nonrecurring Charge(s) and one (1) month's recurring charges for the services or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated Nonrecurring Charges for the special construction and recurring charges, if any, for a period to be agreed to by the customer and the Company. The advance payment will be credited to the customer's first bill. An advance payment may be required in addition to a deposit.

## 2.6 Reserved For Future Use

## 2.7 Reserved For Future Use

## 2.8 Reserved For Future Use

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 2.9 Cancellation of Service By Customer

Cancellation of service by the customer can be made either verbally or in writing.

## 2.9.1 Cancellation Prior to Start of Design of Work or Installation of Facilities

If, prior to cancellation by the customer, the Company incurs any expenses in installing service or preparing to install service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of services ordered, including installation charges, and all amounts others may charge the Company that would have been chargeable to the customer had service been initiated.

## 2.9.2 Cancellation Associated with Special Construction

Where the Company incurs an expense in connection with special construction before it receives a cancellation notice, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, the charge applies to allow the Company to recover the otherwise non-recoverable costs of engineering, labor, material, equipment and other related expenses.

## 2.9.3 Cancellation During Installation

If cancellation occurs between start and completion of installation, the customer will be responsible for the estimated cost incurred, not to exceed the total Nonrecurring Charges, including termination charges, applicable to the entire service, equipment and facilities ordered.

## 2.9.4 Cancellation After Installation but Prior to Service Start-up

If cancellation notice is provided after completion of installation but prior to connection for service, the customer is responsible for the charges applicable as if the items involved were actually connected for service and immediately ordered disconnected, including;

- A. All regularly applicable Service Connection Charges and Nonrecurring Charges, and
- B. All regularly applicable basic termination charges in full, and
- C. All regularly applicable minimum service charges, and
- D. Any other amounts as may be specified in the guidebook covering the items involved, and
- E. Any other amounts that were incurred as a result of expedited orders, or as a result of the cancellation, modification or deferral at the applicant/customer's request.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 2.9 Cancellation of Service By Customer (Cont'd)

## 2.9.5 Cancellation of Service After Service Start-Up

If a customer cancels a term plan agreement prior to the expiration date of the term plan, an early termination penalty applies. The early termination penalty is equal to the charges described in the Cancellation After Installation but Prior to Service Start-Up paragraph of this guidebook plus any additional charges that would have been paid to the Company for the life of the term plan agreement if the customer had not canceled the term plan agreement prior to the expiration date of the term plan agreement.

## 2.9.6 Subsequent Order Charges Due to Modification

In the case of modification, charges for the subsequent order are in addition to the costs incurred before the applicant/customer changed the original order.

## 2.10 Reserved for Future Use

## 2.11 Reserved for Future Use

## 2.12 Miscellaneous

## 2.12.1 Special Conditions or Requirements

Where special conditions or special requirements of a customer involve unusual construction or installation cost, the customer may be required to pay a reasonable proportion of such costs or expense.

## 2.12.2 Telephone Numbers

Unless otherwise required by state or federal requirements, the Company may change the telephone number of a customer for engineering, technical, or other reasons. In the event of a dispute between two (2) or more parties regarding ownership of a number, the decision of the Company will be final and binding on all parties, unless otherwise required by federal or state law.

## 2.12.3 Ownership and Access to Facilities

Facilities furnished by the Company are the property of the Company or a third-party vendor. The customer will provide employees, distributors and agents of the Company access to such facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing or otherwise servicing such facilities.

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

## 2.12 Miscellaneous (Cont'd)

## 2.12.4 Installation, Rearrangement, Repair, Maintenance, Disconnection and Removal of Facilities

The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements, owned, leased or otherwise obtained, to ensure the required level of service.

## 2.12.5 Transfer and Assignments

The customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

## 2.12.6 Notices and Communications

- A. The customer will designate on the application form an address to which the Company will mail or deliver all notices and other communications, except that customer may also designate a separate address to which the Company's bills for service will be mailed.
- B. The Company will designate on the service order an address to which the customer will mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the customer will mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this guidebook will be in writing, unless otherwise provided.
- D. The Company or the customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- E. Subscriber notice will be provided any time a rate or rates will be increased and will be on or before the date on which the increased rate appears on the subscriber's bill. The notice will be provided through one of the following methods: direct mail, bill notice or bill insert and will be conspicuously placed and highlighted. Notice may be provided through electronic mail (e-mail) or text message if customer has agreed to such method of notification.

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

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

## 2.13 Interruptions of Service

## 2.13.1 General

- A. It is the obligation of the customer to notify the Company of any interruptions in service. Before giving such notice, the customer will ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the Company.
- B. A credit allowance will not be given unless otherwise specified in this guidebook. A service is interrupted when it becomes inoperative to the customer, e.g., the customer is unable to transmit or receive because of a failure of a component furnished by the Company under this guidebook.
- C. If the customer reports to the Company that a service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to customer premises for test and repair by the Company or an agent of the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The customer will be responsible for the payment of service charges as set forth herein when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the customer.

## 2.13.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this guidebook by, the customer or authorized user; or
- B. Due to the malfunction of customer-owned telephone equipment; or
- C. Due to circumstances or causes beyond the reasonable control of the Company, including but not limited to, acts of God, military action, wars, insurrections, riots or strikes; or
- D. During any period in which the Company is not given full and free access to Company provided facilities and equipment for the purposes of investigating and correcting interruptions; or

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 2.13 Interruptions of Service (Cont'd)

## 2.13.2 Limitations of Allowances (Cont'd)

- E. During any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements; or
- F. That occurs or continues due to the customer's failure to authorize placement of any element of special construction.

## 2.13.3 Use of Another Means of Communications

If the customer elects to use another means of communications during the period of interruption, the customer must pay the charges for the alternative service used.

## 2.13.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the customer's service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) days.

## 2.13.5 Credit Allowance for Interruptions in Service

When a Credit Allowance Will Be Issued:

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

## 2.14 Reserved for Future Use

## 2.15 Customer Service

Correspondence from the customer to the Company must be addressed to the attention of the Company's customer Service department and sent to the appropriate office as listed on the Customer bill. The customer may also contact the Company's Customer Service department by calling a toll-free number provided on the customer bill.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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## APPLICATION OF RATES <sup>/1/</sup>

### 3.1 Introduction

The regulations set forth in this paragraph govern the application of rates for Services contained in other paragraphs of this guidebook. From time to time with the Commission's approval, the Company may waive certain guidebook charges as it deems reasonable. The Company will notify the Commission of the rates and charges and the terms and conditions of any promotion.

### 3.2 Service Trials and Special Promotions

The Company may make special promotional offerings of its service on a limited basis. This promotional offering may include waiving or reducing the applicable charges for the promoted service. The promotion may also be offered for a limited duration and limited to specific locations within the state. The waiver of any charge, other than a Nonrecurring Charge, shall not exceed one (1) year.

### 3.3 Individual Case Basis Arrangements (also referred to as Specialized Service Arrangements)

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's guidebooks, charges will be determined on an Individual Case Basis (ICB).

### 3.4 ICB Rate Application

Where the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's guidebooks, charges may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; and (4) combinations thereof.

### 3.5 Business Rate Application

#### 3.5.1 The term "Business Line" denotes service provided when any of the following conditions exist:

- A. The line is used primarily or substantially for a paid commercial, professional, governmental, educational or institutional activity e.g., Centrex, DID or ISDN line; or
- B. The line is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The line uses a service number listed as the principal or only number for a business in any telephone directory; or
- D. The line is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. The use of a line without compensation or reimbursement for a charitable or civic purpose will not constitute business use or render such line a "Business Line"; or
- E. The line does not otherwise qualify as a residential line (as defined herein).

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/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

APPLICATION OF RATES (Cont'd) <sup>/1/</sup>

## 3.6 Residential Rate Application

3.6.1 The term "Residential Line" denotes service provided when any of the following conditions exist:

- A. The line does not qualify as a business line, or
- B. It is used primarily and substantially for social or domestic purposes; and
- C. The line is located in a residence, or, in the case of a combined business and residence premises, is located in a bona fide residential quarters of such premises and a separate business line is located in the business quarters of the same premises.

## 3.7 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.7.1 Calls are measured in duration increments consisting of initial period and additional periods.

- A. Initial Period – The initial period is the length of a call for minimum billing purposes. If the duration of the customer's call does not continue for the entire initial period, the customer is charged for the entire initial period. The initial period varies by rate schedule and is specified in individual product rate paragraphs of this guidebook.
- B. Additional Period – The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. If the duration of the customer's call does not continue for the entire additional period, the customer is charged for the entire additional period. Additional periods vary by rate schedule and are specified in the individual product rates paragraph of this guidebook.

3.7.2 Chargeable time begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.7.3 Chargeable time for collect calls begins when the called station agrees to accept the charges for the call. Chargeable time for person-to-person calls begins when the designated called party (or an agreed upon substitute) is connected to the calling party. Chargeable time for all other calls begins when the station is answered.

3.7.4 Timing terminates on all calls when one party disconnects from the call.

3.7.5 Calls originating in one time period and concluding in another will be billed in proportion to the rates in effect during different segments of the call.

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APPLICATION OF RATES (Cont'd) <sup>/1/</sup>

## 3.8 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

## 3.8.1 V and H Coordinates

Distance between two (2) points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic "V" and "H" coordinates associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). The "V" and "H" coordinates for each rate center are found in the Local Exchange Routing Guide (LERG) issued by Bellcore. Where there is no telephone number associated with an access line on the Company's network, the Company will apply the rate center of the customer's main billing telephone number.

The airline distance between any two (2) rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the LERG.
- B. Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates.
- C. Square each difference obtained in step (B) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C) above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

## G. FORMULA

$$\sqrt{\frac{(V_1-V_2)^2 + (H_1-H_2)^2}{10}}$$

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

APPLICATION OF RATES (Cont'd) <sup>/1/</sup>

## 3.9 Premises Work Charge

Premises work charges are measured in duration increments consisting of an initial period and additional periods.

- A. Initial Period – The initial period is the length of the work period for minimum billing purposes. If the duration of the work period does not continue for the entire initial period, the customer is charged for the entire initial period. The initial period is specified in the Premises Work paragraph of this guidebook.
- B. Additional Period – The additional period is the rate element used to bill chargeable time when a work period continues beyond the initial period. The additional period starts when initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. If the duration of the work period does not continue for the entire additional period, the customer is charged for the entire additional period. Additional periods are specified in the Premises Work Charges paragraph of this guidebook.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

## SERVICE CONNECTION CHARGES <sup>/1/</sup>

### 4.1 Description

Service Connection Charges include but are not limited to the following:

#### 4.1.1 Service Connection Charge

A one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

#### 4.1.2 Nonrecurring Charge

The initial charge, usually assessed on a one-time basis, to initiate and establish service. Nonrecurring Charge includes, but is not limited to, charges for construction, installation, or special fees for which the customer becomes liable at the time the service order is executed.

#### 4.1.3 Premise Work Charge

A Nonrecurring Charge related to work performed on the Company side of the Demarcation Point at the customer's premises by the Company or a Company representative.

#### 4.1.4 Maintenance of Service Charge

A Nonrecurring Charge that applies in instances where, at the customer's request, the Company or a Company representative makes a repair visit to the customer's premises and the service difficulty or trouble is on the customer's side of the Demarcation Point.

### 4.2 General Regulations

#### 4.2.1 Provisioning Hours

The Service Connection Charges specified for the connection, move or change of service contemplate work being performed by the Company, or an agent of the Company or on behalf of the Company, during normal working hours. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate. This service is subject to the availability of resources.

#### 4.2.2 Additional Charges

Service Connection Charges are in addition to other rates and Nonrecurring Charges normally applying under the guidebooks. Nonrecurring Charges associated with specific services are identified under each guidebook paragraph where the rate is applied. Service Connection Charges also apply in addition to construction charges.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

SERVICE CONNECTION CHARGES (Cont'd) <sup>/1/</sup>

## 4.2 General Regulations (Cont'd)

## 4.2.3 Non-Applicability

Service Connection Charges do not apply to:

- A. Moves or changes required for the proper maintenance of service.
- B. Changes of telephone numbers for Company-initiated reasons or service reasons.

## 4.3 Application of Rates

## 4.3.1 Service Connection Charges

The following list identifies major service categories for Service Connection Charges and the associated rates. <sup>/2/</sup>

<u>Category</u>	<u>Residence</u>	<u>Business</u>
Change Class of Service		
- Residential to Business		\$30.00
- Business to Residential	\$23.75	

## 4.3.2 Premises Work Charges

The Premise Work Charges outlined below apply whenever a customer premises visit is required, at the customer's request in connection with regulated services<sup>/3/</sup>.

	<u>Schedule I</u> <sup>/4/</sup>	<u>Schedule II</u> <sup>/5/</sup>	<u>Schedule III</u> <sup>/6/</sup>
Initial 15 minutes or fraction thereof	\$26.25	\$33.30	\$40.00
Each additional 15 minutes or fraction thereof	13.30	16.65	20.00

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ Only one Service Connection Charge applies per order issued.

/3/ This charge applies for installing, rearranging, changing, moving or removing network terminating wire or cable and for installing, rearranging, changing, moving or removing standard network interface or additional terminations of existing access lines.

/4/ Schedule I is applicable to work performed Monday through Friday, during normal working hours.

/5/ Schedule II is applicable to work performed Monday through Friday at hours other than Schedule I and all day Saturday, for other than Company reasons.

/6/ Schedule III is applicable to work performed on Sundays and holidays, for other than Company reasons.

FRAME RELAY DIGITAL SERVICE <sup>/1,2/</sup>

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/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ Effective January 1, 2003, Frame Relay Service offered in this Section ("Obsolete Service") is no longer available to Customers who on that date are not subscribers of the Obsolete Service. Customers who on January 1, 2003 are subscribers of the Obsolete Service provided under a Term Pricing Plan or on a month-to-month basis retain all existing rights with respect to those services under the terms of this section (e.g., customers may add or rearrange Logical Links).

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

## 5.1 Descriptive Summary

5.1.1 Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Based on ANSI (American National Standards Institute) and CCITT (Committee Consultatif de International Telegraphique et Telephonique) standards for Frame Relay, each frame is passed to the Frame Relay network with an address that specifies the virtual connection.

5.1.2 Variable frame length capability is useful in communications between asynchronous Local Area Networks (LAN) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

5.1.3 This service is available to customers served by the Company.

5.1.4 The major components of the Frame Relay Service (FRS) are: 1) the Network Interface, which is the point of interconnection between Company communications facilities and the customer terminal equipment; 2) the Access Link, which is the facility that provides access to the FRS Network via a connection from the customer's network interface; 3) the Port, which is the physical entry points for the Access Link into the FRS Network; 4) the Logical Link, which is the permanent virtual circuit that establishes the connection from one Port, and its associated Access Link to another; 5) the Inter-Network Additive, which provides interconnection between the Company's FRS network to a frame relay network provided by another telephone company; 6) the ILEC Extension Additive which is the facility from the ASI/ILEC meet-point to the ILEC central office in those locations where the ILEC does not provide a frame relay network.

5.1.5 The Access Link, Port, Logical Link and Inter-Network additive are available in eight bandwidth speeds, 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps and 1.536 Mbps.

5.1.6 The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer originated data.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.2 Definitions

Access Link - The facilities from the customer's network interface to the Frame Relay Service (FRS) network.

Company – Company refers to AT&T Kansas.

Inter-Network Additive - The Logical Link connection between a Telephone Company's controlling port location and another telephone company frame relay location which is outside the controlling port territory.

ILEC Extension Additive – The facility between the ASI/ILEC meet-point and the ILEC Central office in those locations where the ILEC does not provide a frame relay network.

Logical Link - The permanent virtual circuit between two customer FRS Ports which establishes a two-way connection which allows user data to flow. Includes the Frame Relay switch(es) and the trunking between switches.

Network to Network Interface (NNI) - A frame relay local management protocol that describes how two frame relay networks interconnect and exchange status information. This protocol is not available with the 56 Kbps or 64 Kbps rate elements.

Port – The physical entry point for the Access Link into the FRS Network.

User to Network Interface (UNI) - The standard frame relay local management protocol that describes how customer premises equipment (CPE) interconnect and exchange status information with the frame relay network.

SWBT - Southwestern Bell Telephone Company

Virtual Connection (or Virtual Circuit) – A communications link that appears to be a dedicated point-to-point circuit but is actually established only on demand, thereby allowing shared use of part or all of the facility.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.3 General Regulations

5.3.1 The following rules and regulations are in addition to other rules and regulations as stated in this or other Company tariffs.

- A. Provision of this service (or provision of any specific element associated with this tariff) is subject to the availability and operational limitations of the equipment and associated facilities.
- B. A variety of equipment and facilities may be used to provide this service, and the Company reserves the right to determine which shall be used and to modify and change such equipment at its option.
- C. No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by the customer or user. Furthermore, interruptions of service during any period in which the Company is not afforded access to the premises at which this service is terminated will not receive a credit allowance.
- D. The minimum billing period for this service is one month. If service is discontinued, after the first month, during a fractional part of a month all appropriate charges will be based on the actual number of days the service is 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.
- E. This service requires the use of customer provided equipment which must be compatible with the Company's equipment and facilities and must conform to industry standards for Frame Relay and specifications provided in ASI Technical Publication TP 76642.
- F. Service furnished to one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is no lapse in service and the service is assumed exactly as provided to the previous customer. The new customer must assume all the obligations of the previous customer. Such transfers are subject to any applicable Supersedure of Service charge.
- G. 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. The customer will be notified immediately by the Company, but such discontinuance of service will not be considered a service interruption for the purpose of credit allowance. Applicable charges will continue to accrue until service is disconnected at the customer's request.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.3 General Regulations (Cont'd)

## 5.3.1 (Cont'd)

- H. Frame Relay Service (FRS) must be accessed via an Access Link or Access Advantage Plus as specified in Part 6, Section 7 of the AT&T Kansas Guidebook. When Access Advantage Plus is utilized to access the Frame Relay network, the regulations, rates and charges as specified in Part 6, Section 7 of the AT&T Kansas Guidebook will apply in addition to the rates and charges associated with FRS.
- I. When SWBT's Access Advantage Plus is utilized in lieu of the Frame Relay Access Link, the Access Link nonrecurring charge and monthly rate will not apply. However, all other rates and charges normally associated with the ordering, installing and provisioning of FRS in this paragraph will apply.

## 5.4 Service Availability

- 5.4.1 When the customer requires the modification of standard service components not otherwise provided in this guidebook, the modification can be furnished by the Company subject to additional regulations, rates and charges as specified in other guidebooks.
- 5.4.2 Special Construction will be provided under the regulations, rates and charges as set forth in the Company's Access Service Tariff. Special Construction is construction undertaken by the Company where facilities are not available and there is no other requirement for the facilities constructed; of a type facility other than that normally used for this service; over a route other than that which would normally be used; in a quantity greater than what the Company would normally construct for the needs of this service; on a temporary basis until permanent facilities are completed; involving abnormal costs; or in advance of normal construction on an expedited basis.
- 5.4.3 This service is guaranteed under the terms of this subparagraph to provide an average performance of at least 99.0 percent error free seconds up to the demarcation point (network interface) of the channel for operation at all transmission speeds offered by this guidebook. When Frame Relay Service (FRS) is operating at an error performance level that is unsatisfactory to the customer, and the Company determines that the error performance level is below that specified above, the period of substandard performance will be considered as an interruption. Any credit allowance shall be based on the time of notice by the customer or user to the Company that an unsatisfactory performance level has occurred, provided that the customer promptly releases the service as requested by the Company to perform testing and maintenance.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.5 Limitations

- 5.5.1 Logical Links must be associated with at least one FRS Port. A customer must subscribe to at least one Port to subscribe to a Logical Link.
- 5.5.2 A FRS Port can be associated with any number of Logical Links. Since all Logical Links need not be in use at the same time, it is possible for the total bandwidth of all Logical Links associated with one FRS Port to exceed the bandwidth of that FRS Port. Such a relationship is referred to as oversubscription and when this occurs, there can be no guarantee that the bandwidth defined for that Logical Link will be available at any point in time.
- 5.5.3 The Logical Link must be ordered at the bit rate equal to the lowest bit rate of the two associated end user Frame Relay Service (FRS) Ports. The bit rate of the Inter-Network Additive must be the same as its associated Logical Link.
- 5.5.4 A customer subscribing to an Access Link or Southwestern Bell Telephone Company's (SWBT's) Access Advantage Plus and a Port will be referred to as the Controller of the Access Link or Access Advantage Plus and Port. A customer subscribing to a Logical Link need not be the Controller of both Access Links or Access Advantage Plus and Ports but must have the permission of the other Controller in order to establish a Logical Link connecting the two Access Links or Access Advantage Plus and Ports.
- 5.5.5 FRS Ports and Logical Links are ordered and billed independently and can have different customers as Controllers. A request by one customer to disconnect one component does not result in the disconnection of associated components. Only the Controller of an Access Link or Access Advantage Plus and a Port may authorize disconnection of that Access Link or Access Advantage Plus and Port.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.5 Limitations (Cont'd)

5.5.6 Logical Links will be provisioned with customer selected Committed Information Rates (CIRs). The CIR is the bit rate at which the network commits to transfer data under normal conditions. The customer will indicate a CIR preference at the time the Logical Link is ordered. The CIR cannot exceed the bit rate of the Logical Link. For existing Logical Links purchased prior to the introduction of CIR, the CIR will be set equal to the bit rate of the Logical Link. The customer will be allowed one change to the CIR of these pre-CIR Logical Links without incurring a charge. Subsequent changes to the CIR of these pre-CIR Logical Links will incur a nonrecurring charge as specified in 5.8.5 following.

The following maximum number of Logical Links may be provided at the designated FRS Port speeds:

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

5.5.7 When multiple Logical Links are associated with one Frame Relay Service (FRS) Port, the sum of the Committed Information Rates (CIRs) on those Logical Links cannot exceed three times the bit rate of the FRS Port. This condition is referred to as oversubscription and when oversubscription occurs, there can be no guarantee that the bandwidth defined for any of those Logical Links will be available.

5.5.8 The Access Link must be associated with a FRS Port; however, Southwestern Bell Telephone Company's (SWBT's) Access Advantage Plus or another similar Company service may be used in lieu of the Access Link.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.6 Responsibility of the Customer

- 5.6.1 Where Frame Relay Service (FRS) is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of Company employees or the public; damage, harm, require change in or alteration of the equipment or other services of the Company; interfere with the proper operation of the Company's equipment; or otherwise injure the public in its use of Company services. Upon notice from the Company that the equipment provided by customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- 5.6.2 The customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the FRS it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
- 5.6.3 It shall be the responsibility of the customer to ensure the continuing compatibility of the customer provided equipment that is used in conjunction with the Frame Relay Service (FRS).
- 5.6.4 Registration Program - Effective June 30, 1987, the Federal Communications Commission's Part 68 Rules and Regulations were amended to require registration of customer provided equipment that directly connected to substrate and 1.52 Mbps digital services after that date. The equipment or system must also comply with the requirements of the Technical Reference Publication 62411.
- 5.6.5 The customer shall be responsible for obtaining permission for Company agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the service components of the Company.
- 5.6.6 The customer shall be responsible for the payment of a 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.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.7 Responsibility of the Company

- 5.7.1 The responsibility of the Company shall be limited to furnishing network equipment suitable for FRS and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.
- 5.7.2 The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting Frame Relay Service (FRS) to the technological requirements of any specific customer equipment.
- 5.7.3 When a customer orders a Logical Link which is relayed to Local Exchange Carriers, or other Frame Relay networks, the Company will provide advisory assistance as a part of the establishment of this Logical Link.
- 5.7.4 The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of FRS render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.
- 5.7.5 The Company undertakes the responsibility to maintain and repair the service which it furnishes. Network equipment installed by the Company on the customer's premises shall be and remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without prior written consent by the Company.
- 5.7.6 The Company, by written notice to the customer, may immediately discontinue the furnishing of FRS without incurring liability upon nonpayment of any sum due to the Company or a violation of any condition governing the furnishing of service.

## 5.8 Application of Rates

- 5.8.1 Rates and charges for the Access Link will include a recurring monthly charge and a nonrecurring charge and are based on the available transmission speeds (bit rates). The Access Link is available in the following speeds: 56Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps and 1.536 Mbps.
- 5.8.2 The rates and charges for the Port will include a recurring monthly charge and a nonrecurring service charge and are also based on transmission speeds and will be available in a variety of bit rates.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.8 Application of Rates (Cont'd)

5.8.3 The Rates and Charges for the Logical Link will include a recurring monthly charge and a nonrecurring charge and are based on transmission speeds and will be available in a variety of bit rates.

5.8.4 The rates and charges for the Inter-Network Additive will include a recurring monthly charge and are applied per Logical Link.

5.8.5 A Nonrecurring Charge will be assessed for each customer requested change in the transmission speed of the Access Link, Port or Logical Link; or for a new Access Link, Port or Logical Link at the new speed; or for a change in the Committed Information Rate (CIR) of a Logical Link.

5.8.6 The application of Nonrecurring Charges as found in Paragraph 5.9 of this guidebook is as follows:

First Unit - Applies to the first unit per customer request, per due date, per account, per customer premises.

Additional Unit - Applies to the additional unit(s) on the same customer request as the initial unit, same due date, same account, same customer premises.

## 5.8.7 Rate application for Kansas/Missouri cross-boundary arrangements:

The Kansas City area consists of two state jurisdictions, Kansas and Missouri. In the event of a customer connecting sites from both jurisdictions, the following special rules apply.

The Access Link and Port will be ordered from the guidebook of the state in which the Serving Central Office associated with the Access Link and Port is located.

A Logical Link which is configured for one Frame Relay Service (FRS) Port in Kansas City, Kansas and the other FRS Port in Kansas City, Missouri will be assessed one half of the Kansas Logical Link rate and one half of the Missouri Logical Link rate. This applies to nonrecurring charges as well as monthly rates. The USOC Codes to be used for this cross-boundary application are as follows:

<u>USOC</u>	<u>% Kansas Rate</u>	<u>% Missouri Rate</u>
56 Kbps	LCN58	50
64 Kbps	L5GF8	50
128 Kbps	L5G28	50
256 Kbps	L5G38	50
384 Kbps	LCN68	50
512 Kbps	L5GJ8	50
768 Kbps	L5GK8	50
1.536 Mbps	LCN88	50

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.9 Rates and Charges

## 5.9.1 Access Link

<u>Nonrecurring Service Charges</u>				
	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Facility</u>	<u>Additional Facility</u>
56 Kbps	L7A5X	\$79.20	\$545.00	\$310.00
64 Kbps	L7AOX	79.20	545.00	310.00
128 Kbps	L7APX	59.50	915.00	510.00
256 Kbps	L7AQX	159.50	915.00	510.00
384 Kbps	L7A6X	181.50	915.00	510.00
512 Kbps	L7ARX	181.50	915.00	510.00
768 Kbps	L7ASX	181.50	915.00	510.00
1.536 Mbps	L7A7X	181.50	915.00	510.00

5.9.2 Port <sup>/2/</sup>

## Per UNI Port

56 Kbps	P7E5X	\$95.70	\$30.00	\$30.00
64 Kbps	P7EOX	95.70	30.00	30.00
128 Kbps	P7EPX	157.50	50.00	30.00
256 Kbps	P7EQX	150.39	50.00	30.00
384 Kbps	P7E6X	160.81	50.00	30.00
512 Kbps	P7ERX	209.00	50.00	30.00
768 Kbps	P7ESX	286.00	50.00	30.00
1.536 Mbps	P7E7X	451.00	50.00	30.00

## Per NNI Port

128 Kbps	NNPPX	\$127.50	\$50.00	\$35.00
256 Kbps	NNPWX	150.39	50.00	35.00
384 Kbps	NNP6X	160.81	50.00	35.00
512 Kbps	NNPRX	209.00	50.00	35.00
768 Kbps	NNPSX	286.00	50.00	35.00
1.536 Mbps	NNP7X	451.00	50.00	35.00

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ The Port is the same regardless of whether NNI or UNI protocols are selected. The protocols differ only in the way the customer's equipment interconnects to the network.

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

## 5.9 Rates and Charges (Cont'd)

## 5.9.3 Logical Links

<u>Nonrecurring Service Charges</u>				
	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Facility</u>	<u>Additional Facility</u>
56 Kbps	L8G5X	\$8.80	\$25.00	\$25.00
64 Kbps	L8GOX	8.80	25.00	25.00
128 Kbps	L8GPX	13.20	50.00	35.00
256 Kbps	L8GQX	16.50	50.00	35.00
384 Kbps	L8G6X	22.00	50.00	35.00
512 Kbps	L8GRX	30.80	50.00	35.00
768 Kbps	L8GSX	44.00	50.00	35.00
1.536 Mbps	L8G7X	55.00	50.00	35.00

## 5.9.4 Inter-Network Additive

Per Logical Link <sup>/2/</sup>

56 Kbps	FNKCX	\$12.00
64 Kbps	FNKGX	12.00
128 Kbps	FNKBX	12.00
256 Kbps	FNKDX	12.00
384 Kbps	FNKEX	12.00
512 Kbps	FNKFX	12.00
768 Kbps	FNKHX	12.00
1.536 Mbps	FNKJX	12.00

## 5.9.5 ILEC Extension Additive

56 Kbps	C8FEX	\$54.00
64 Kbps	C8FBX	54.00
128 Kbps	C8FCX	484.50
256 Kbps	C8FFX	484.50
384 Kbps	C8FGX	484.50
512 Kbps	C8FHX	484.50
768 Kbps	C8FJX	484.50
1.536 Mbps	C8FKX	484.50

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

(2) The Inter-Network Additive is applied to each Logical Link that connects between a Company's controlling port location and another telephone company frame relay location which is outside the controlling port territory.

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

## 5.10 Term Pricing Plan

## 5.10.1 General

- A. Frame Relay Service Term Pricing Plan (FRS-TPP) provides the customer with rate stabilization and discounted guidebook rates. The FRS-TPP provides for either a three year, five year or seven year service period (Initial Service Period) for rate stabilization.
- B. FRS-TPP monthly rates will be exempt from Company initiated rate increases throughout the selected service period. Should the Company increase its rates during the FRS-TPP period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under FRS-TPP.
- C. Decreases in FRS-TPP monthly recurring guidebook rates will be passed on to customers who participate in a FRS-TPP.

## 5.10.2 Services Available Under FRS-TPP

- A. A customer may elect to participate in FRS-TPP for the following rate elements:
  - Access Link
  - Port
  - Logical Link
  - Inter-Network Additive

## 5.10.3 Terms and Conditions

- A. The customer must specify the length of the Initial Service Period at the time the service is ordered.
- B. Access Links must have the same FRS-TPP service period as the associated Port.
- C. Inter-Network Additive charges must have the same FRS-TPP service period as the associated Logical Link.
- D. Frame Relay Service (FRS) rate elements may be ordered under monthly or any FRS-TPP service period rates. For example, the customer may select an Access Link and a Port at the three year service rate plan and a Logical Link under the monthly rate.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.10 Term Pricing Plan (Cont'd)

## 5.10.4 Changes to Pricing Plans

- A. At any time, the customer may request existing Frame Relay Service (FRS) provided on a monthly rate basis to be converted to a Frame Relay Service Term Pricing Plan (FRS-TPP).
- B. Prior to the expiration of the Initial Service Period or Extended Service Period, as described in 5.10.5 (Renewal), the customer may convert existing FRS-TPP services to a new FRS-TPP Initial Service Period without incurring termination charges provided the new Initial Service Period is equal to or greater than the original Initial Service Period.

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

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

- C. If a customer requests existing FRS-TPP service to be converted to a monthly rate basis at any time prior to the expiration of the Initial Service Period or Extended Service Period, the request will be treated as a discontinuance of service and termination charges will apply.

## 5.10.5 Renewal

- A. The customer may elect to renew the FRS-TPP Initial Service Period for one additional 12 month service period (Extended Service Period) at the rates under the original FRS-TPP Initial Service Period.
- B. The customer must provide the Company with a written notice of intent to renew an existing FRS-TPP Initial Period no later than 90 days prior to the expiration of the Initial Service Period.
- C. If the customer elects not to renew the FRS-TPP or does not notify the Company of its intent to renew, the customer's service will automatically be billed under the monthly rates in effect at the time the FRS-TPP Initial Service Period expires.
- D. At the end of an Extended Service Period, the customer's service will automatically be billed under the monthly rates in effect at the time the Extended Service Period expires unless the customer negotiates a new Frame Relay Service Term Pricing Plan (FRS-TPP) Initial Service Period or terminates service.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.10 Term Pricing Plan (Cont'd)

## 5.10.6 Upgrade in Service

- A. A customer may upgrade FRS-TPP service to a higher Frame Relay Service (FRS) transmission speed (e.g. 56 Kbps FRS to 384 Kbps or 1.536 Mbps FRS; or 384 Kbps FRS to 1.536 Mbps FRS); or other ASI or SWBT services of equal or greater transmission speed (e.g. 56 Kbps FRS to 56 Kbps MegaLink®<sup>/2/</sup> Data Service or 384 Kbps/1.536 Mbps FRS to 1.52 Mbps High Capacity Service) without incurring termination charges provided all of the following conditions are met:
  - the new service is provided solely by Southwestern Bell Telephone Company (SWBT);
  - the new service is provided to the same customer location as the discontinued service. For Logical Links, the service must be provided between the same two locations;
  - the customer's request for disconnection of the existing service and the request for new service are received at the same time; and
  - for FRS or other ASI or SWBT services at a greater transmission speed, the new service must establish a new FRS-TPP Initial Service Period effective on the service date.
- B. In the event an order to upgrade service does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.
- C. The monthly rates for the new services will be those in effect at the time the service is changed. All nonrecurring charges associated with the service installation will apply to the new service.

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.10 Term Pricing Plan (Cont'd)

## 5.10.7 Moves to New Location

- A. A customer with an existing Frame Relay Service Term Pricing Plan (FRS-TPP) service may move the existing service to a new location, or move and upgrade to a greater transmission speed Frame Relay Service (FRS), or move and change the FRS to another Company service of equal or greater transmission speed without incurring termination charges provided all of the following conditions are met:
  - the new service is provided solely by the Company;
  - the customer's request for disconnection of the existing and the request for new service are received at the same time;
  - the due date of the new connect order must be within 120 days of the due date of the disconnect order;
  - the new service has a transmission speed equal to or greater than the transmission speed of the service being disconnected;
  - for Logical Links, the move must be associated with the move of one or more associated Ports;
  - for FRS at the same transmission speed, the new service maintains the existing Initial Service Period at the new location or establishes a new Initial Service Period equal to or greater than the original Initial Service Period at the old location;
  - for FRS at a greater transmission speed, the new service establishes a new FRS Term Pricing Plan Initial Service Period effective on the service date.
- B. In the event an order to move service provided under Frame Relay Service Term Pricing Plan (FRS-TPP) does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.
- C. Except as noted above, the monthly rates for the new service will be those in effect at the time the service is changed. All nonrecurring charges associated with the establishment of the new service will apply.

## 5.11 Term Pricing Plan – Rate Applications

## 5.11.1 Nonrecurring Charges

- A. The nonrecurring charges as described in 5.8.5 and 5.8.6 will apply for new services ordered under FRS-TPP.
- B. If the customer chooses to convert existing Frame Relay Service (FRS) provided on a monthly rate basis to a FRS-TPP, no nonrecurring charges will apply.
- C. If the customer chooses to convert an existing service provided on a FRS-TPP to a monthly rate basis or another FRS-TPP, no nonrecurring charges will apply. However, FRS-TPP termination charges may apply.

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

## 5.11 Term Pricing Plan – Rate Applications (Cont'd)

## 5.11.2 Termination Charges

- A. Customers requesting to discontinue services provided under a FRS-TPP, prior to the expiration of the Initial Service Period or Extended Service Period will incur termination charges. Payment of the termination charge does not release the customer from other previous amounts owed to the Company.
- B. The termination charge for the Initial Service Period shall be the lesser of:
  - The difference between the Initial Service Period rates for the completed months of the initial service term at the time of termination and the rates for the completed months at the next lower service term<sup>/2/</sup> actually completed plus interest charges based on approved costs of money in effect at the time of termination; or
  - The monthly payments remaining on the service term.

Example: If the customer completes 40 months of a 60 month (5 year) service term, the first calculation of a termination charge will equal the difference between 40 months of rates at the 5 year service term and 40 months of rates at the 3 year service term (which is the next lower service term actually completed) plus interest at the approved cost of money rate in effect at the time of termination. The second calculation will be the sum of the 20 remaining monthly payments of the 5-year service term. The termination charge is the lesser of the two calculations.

- C. The termination charges for the Extended Service Period shall be the lesser of:
  - The difference between the extended service period rates and the month-to-month rates for the months actually completed plus interest charges based on approved cost of money in effect at the time of termination; or
  - The monthly payments remaining on the service term.
- D. If special construction was applied to the service being terminated, any termination charges associated with the special construction will also apply.

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/2/ If the service is terminated within the first 36 months the calculation is based on month-to-month rates.

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

## 5.12 Term Pricing Plan – Rates and Charges

## 5.12.1 Access Link

	<u>USOC</u>	<u>3 Years</u>	<u>Rate Per Month</u> <u>5 Years</u>	<u>7 Years</u>
56 Kbps	L7A5X	\$79.20	\$72.60	\$72.60
64 Kbps	L7AOX	79.20	72.60	72.60
128 Kbps	L7APX	159.50	151.53	151.53
256 Kbps	L7AQX	159.50	151.53	151.53
384 Kbps	L7A6X	165.00	156.75	156.75
512 Kbps	L7ARX	154.28	145.20	145.20
768 Kbps	L7ASX	154.28	145.20	145.20
1.536 Mbps	L7A7X	154.28	145.20	145.20

5.12.2 Port <sup>/2</sup>

## Per UNI Port

56 Kbps	P7E5X	\$69.30	\$49.50	\$34.10
64 Kbps	P7EOX	69.30	49.50	34.10
128 Kbps	P7EPX	127.50	123.64	120.74
256 Kbps	P7EQX	136.91	132.76	129.65
384 Kbps	P7E6X	146.39	141.96	138.63
512 Kbps	P7ERX	178.20	167.20	156.75
768 Kbps	P7ESX	242.00	228.80	214.50
1.536 Mbps	P7E7X	382.80	360.80	337.70

## Per NNI Port

128 Kbps	NNPPX	\$127.50	\$123.64	\$120.74
256 Kbps	NNPWX	136.91	132.76	129.65
384 Kbps	NNP6X	146.39	141.96	138.63
512 Kbps	NNPRX	178.20	167.20	156.75
768 Kbps	NNPSX	242.00	228.80	214.50
1.536 Mbps	NNP7X	382.80	360.80	337.70

See Page 50 for Footnotes

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

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

## 5.12 Term Pricing Plan - Rates and Charges (Cont'd)

## 5.12.3 Logical Links

	<u>USOC</u>	Rate Per Month		
		<u>3 Years</u>	<u>5 Years</u>	<u>7 Years</u>
56 Kbps	L8G5X	\$6.60	\$4.40	\$3.30
64 Kbps	L8GOX	6.60	4.40	3.30
128 Kbps	L8GPX	11.00	8.80	7.70
256 Kbps	L8GQX	14.30	12.10	11.00
384 Kbps	L8G6X	17.60	15.40	13.20
512 Kbps	L8GRX	26.40	22.00	19.80
768 Kbps	L8GSX	35.20	30.80	27.50
1.536 Mbps	L8G7X	52.80	50.60	47.30

## 5.12.4 Inter-Network Additive

Per Logical Link <sup>/2</sup>

56 Kbps	FNKCX	\$10.00	\$8.00	\$7.00
64 Kbps	FNKGX	10.00	8.00	7.00
128 Kbps	FNKBX	10.00	8.00	7.00
256 Kbps	FNKDX	10.00	8.00	7.00
384 Kbps	FNKEX	10.00	8.00	7.00
512 Kbps	FNKFX	10.00	8.00	7.00
768 Kbps	FNKHX	10.00	8.00	7.00
1.536 Mbps	FNKJX	10.00	8.00	7.00

/1/ Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Kansas General Tariff No. 1. These services are obsolete and are only provided to customers who subscribed to them prior to January 1, 2003.

/2/ The Inter-Network Additive is applied to each Logical Link that connects between a Company's controlling port location and another telephone company frame relay location which is outside the controlling port territory.