# AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator

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### PREFACE

Explanation of Symbols for Coding Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

C - indicates changed regulation.

D - indicates discontinued rate or regulation.

I - indicates an increase in rate.

N - indicates new rate or regulation, and/or text.

R - indicates a reduction in rate.

T - indicates a change in text but no change in rate or regulation.

L - indicates material relocated from or to another part of the tariff. (Also, if appropriate - with no change in text, rate or regulation.)

Trademarks and Service Marks

The following marks, to the extent, if any, used throughout this tariff, are trademarks and service marks of AT&T.

Trademarks	Service Marks
None	DATAPHONE
	ACCUNET

#### Technical Publication Information

The Technical Publications referenced herein may be ordered from:

AT&T CIC G.P.O. Box 19901 Indianapolis, IN 46219

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### PREFACE

#### Abbreviations and Definitions

Following is a list of the abbreviations used in this tariff (see Explanation of Abbreviations, below). In addition, the General Regulations section contains definitions of certain technical terms and terms with specific meaning in the context of this tariff (see Definitions, Section 2.9).

### Explanation of Abbreviations

	alternating current bits per second	
dc -	decibel direct current Digital Signal Level l	
Hz - IOC - Kbps - kHz - LATA -	Federal Communications Commission Hertz interoffice channel kilobits per second kilohertz Local Access and Transport Area Long Distance Message Telecommunication	s Service
Mbps - mcs - MF - MHz - MTS -	Local Exchange Company Megabits per second microseconds Multifrequency Pulsing Megahertz Message Telecommunications Service Numbering Plan Area	
PBX - P.S.C USOC - V&H - WATS -	Local Exchange Central Office Code Private Branch Exchange Public Service Commission Uniform Service Order Code Vertical and Horizontal Wide Area Telecommunications Service words-per-minute	

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SECTION 1 ORIGINAL PAGE 1

### 1. APPLICATION OF TARIFF

- 1.1 Application
  - 1.1.1 General
  - A. This tariff contains the regulations and rates applicable to:

All private line services furnished in the State of Kentucky for intrastate communications. \*\*Effective July 31, 2001 all references herein to AT&T FCC Tariffs, insofar as the service offering set forth in the AT&T FCC tariffs have been or become detariffed, shall be construed to be references to the AT&T Business Services Guides located at http://www.att.com/serviceguide/business.\*\*

Private line services are furnished by means of wire, radio, fiber optics or any suitable technology or combination of technologies.

- B. Private line services are provided by AT&T Communications of the South Central States, Inc. (herein referred by to as "AT&T" or "the Company").
- 1.1.2 Jurisdiction

Jurisdiction refers to the classification of a private line service as intrastate (subject to the jurisdiction of the Kentucky State Public Service Commission) or as interstate (subject to the jurisdiction of the Federal Communications Commission.)

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SECTION 2 ORIGINAL PAGE 1

#### 2. GENERAL REGULATIONS

### 2.1 Undertaking of AT&T

### 2.1.1 General

A private line service is furnished for the transmission of communications. It may include one or more interoffice and/or local channels, office connections, office functions, miscellaneous functions, miscellaneous equipment, and channel options. A private line service may also consist solely of an office connection or solely of an office function.

Private line services are provided on a monthly basis.

AT&T is responsible for end-to-end service between a customer's premises when (1) a private line service uses the Access Coordination Function and a Local Channel, or (2) a private line service uses the Access Coordination Function and other access. Service dates of components may be independent of each other when the customer obtains access other than that furnished under the Local Channel sections of this Tariff.

AT&T does not transmit messages. However, the private line facilities it furnishes may be used for that purpose.

### 2.1.2 Transmission Medium

AT&T selects and/or arranges for the facilities and/or equipment used to provide a private line service. AT&T may modify or change the facilities and/or equipment at any time subject to the regulations in 2.3.2 following. Any suitable technology or combination of technologies may be used.

#### 2.1.3

3 Provision of Private Line Services

The services offered under this tariff are subject to the availability of suitable facilities and equipment.

A. Engineering, Installation, and Maintenance - AT&T fully supports the private line services provided under this tariff through engineering, installation, and maintenance efforts. AT&T will ensure that each private line service functions properly within its specified transmission, signaling, or switching parameters. The technical characteristics and specifications of each type of private line service are described or referenced in the respective service sections.

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#### 2. GENERAL REGULATIONS

- 2.1 Undertaking of AT&T (Cont'd)
- 2.1.3 Provision of Private Line Services (Cont'd)
- A. Engineering, Installation, and Maintenance (Cont'd)
  - 1. Engineering AT&T will engineer a private line service to meet its transmission parameters and/or equipment specifications. AT&T publishes certain technical information (e.g., interface specifications) that the customer can obtain in the form of Technical Publications, as specified in this tariff (see Technical Publication Information, Preface). Additional information concerning the makeup of new private line services may also be ordered (see Provision of a Design Layout Report, Section 13.).
  - 2. Installation AT&T will schedule installation activity to meet the due date of the private line service. If the customer's request that installation activity be performed at other than AT&T's scheduled time results in premium payment for labor, additional charges will apply (see Additional Installation/ Maintenance Functions, Section 13.).

The local channels provided under this tariff (a) will include any entrance cable or drop wiring and wire in intrabuilding cable to that point where provision is made for termination of the LEC's outside distribution network facilities at a suitable location inside a customer's premises and (b) will be installed to such point of termination.

3. Maintenance - AT&T will maintain and repair, or arrange for the maintenance and repair of only the private line service which it provides. The testing of a service which is routed through an AT&T central office will be made from that office.

If a trouble condition occurs, the customer is responsible for determining if the trouble is in any customer equipment or customer-provided communications system which is connected at the customer's premises. A Maintenance of Service Charge will apply if, at the customer's request, a repair person is dispatched to the customer premises and testing discloses that the private line service is functioning correctly (see Maintenance of Service Charge, Section 13.1). No charge will apply, however, if at a later time the trouble condition is actually determined to be a malfunction of any AT&T-provided private line service.

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#### GENERAL REGULATIONS

#### 2.1 Undertaking of AT&T (Cont'd)

2.1.4 Through Transmission of Signals

AT&T is responsible for the quality of transmission and signaling on the private line services it provides.

- 2.1.5 Limitations on the Provision of a Private Line Service
- A. Availability A private line service is offered subject to the availability of the facilities and equipment required to provide the service. If a shortage of these components exists, the installation of those required to furnish Long Distance Message Telecommunications Service will take precedence.

AT&T bases the rates and charges quoted in this tariff on services furnished under normal conditions. Where installation of facilities involves unusual costs because of factors such as the time period, type of facility or location requested by the customer, special construction charges based on maintenance, operation, depreciation, engineering, return on investment and other expenses associated with furnishing the service may apply. Special Construction charges may consist of recurring charges, nonrecurring charges, or both. Special Construction charges may also include termination charges.

Special equipment and arrangements not otherwise provided in this tariff will be provided on an individual case basis. These services will be provided only if AT&T deems them to be practical, and only if the special equipment or arrangement is in accord with and used in connection with other services provided by AT&T. Charges for these services will be based on the estimated service costs including maintenance, operation, depreciation, administration, taxes, and other service specific costs, and a reasonable amount for return and contingencies.

- B. Restoration of Private Line Services In the event of failure, private line services will be restored in compliance with Part 64, Subpart D, of the FCC's Rules and Regulations (see Restoration Priority Change Charge, Section 13.)
- C. Hazardous Locations Service will not be furnished at a location that AT&T considers hazardous (e.g. explosive atmosphere environments). In such cases, AT&T, if so requested, may terminate the facilities at a mutually agreeable alternate location. The customer will then be responsible for extension to the hazardous location.
- D. Services offered under this tariff will be provided on the Service CONMESSION capabilities for the services exist. OF KENTUCKY

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#### 2. GENERAL REGULATIONS

- 2.1 Undertaking of AT&T (Cont'd)
- 2.1.6 Transfer or Assignment

A private line service may be transferred or assigned to a new customer, provided that:

- A. The customer of record (former customer) requests in writing that AT&T transfer or assign the private line service to the new customer.
- B. The new customer notifies AT&T in writing that it agrees to assume all obligations of the former customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the private line service, (2) the unexpired portion of any applicable minimum payment period(s), and (3) any applicable termination liability(ies).
- C. The private line service is not interrupted or relocated at the time the transfer or assignment is made.
- D. AT&T acknowledges the transfer or assignment in writing. The acknowledgment will be made within 15 days of receipt of notification.

The transfer or assignment does not relieve or discharge the former customer from remaining jointly and severally liable with the new customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the private line service, (2) the unexpired portion of any applicable minimum payment period(s), and (3) any applicable termination liability(ies).

### 2.1.7 Provision of a Design Layout Report

The customer may order a Design Layout Report describing the makeup of the facilities used to provide the interoffice channel portion of a service, the makeup of local channels used to provide a service, or both. The rates for the report(s) and a description of the information provided are contained in Section 13.1. Design Layout Reports can only be provided on services ordered after the effective date of this Tariff.

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#### 2. GENERAL REGUALTIONS

### 2.2 Use

### 2.2.1 General

A private line service may be used for any purpose permitted by law and consistent with its transmission or switching parameters.

### 2.2.2 Resale or Shared Use

When a private line service is resold or shared, the customer may advise its user that a portion of its service is provided by AT&T. However, the customer shall not represent that AT&T jointly participates with the customer in the provision of its services.

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#### GENERAL REGULATIONS

### 2.2 Use (Cont'd)

2.2.3 Interference, Impairment, and Hazard

The customer's use of a private line service must not interfere with, or impair, any services provided by AT&T to others. In addition, it must not endanger the safety of installation/maintenance personnel or the public; damage or interfere with the functioning of AT&T equipment or service; or otherwise injure the public in its use of these offerings.

#### 2.3 Responsibilities of AT&T

- 2.3.1 Liability
  - A. AT&T's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of a private line service, and subject to the provisions of B. through H. following, AT&T's liability, if any, shall not exceed an amount equal to the proportionate charge provided for under this tariff for the private line service for the period during which the service was affected.
  - B. AT&T is not liable for damages associated with service, channels, or equipment which it does not furnish.
  - C. AT&T is not liable for any act or omission of any other carrier providing a portion of a private line service, nor shall AT&T for its own act or omission hold liable any other carrier providing a portion of a private line service.
  - D. AT&T is not liable for damages to a premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by AT&T's negligence.
  - E. AT&T shall be indemnified, defended and held harmless by the customer and user against all claims, losses, or damages arising from the use of private line services furnished pursuant to this tariff, involving:
    - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
    - 2. Claims for patent infringement arising from combining or using the private line service furnished by AT&T in connection with facilities or equipment furnished by others; or
    - 3. All other claims arising out of any act or omission of others relating to private line services provided pursuant to this tariff.

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### 2. GENERAL REGULATIONS

2.3 Responsibilities of AT&T (Cont'd)

### 2.3.1 Liability (Cont'd)

F. No license under patents (other than the limited license to use) is granted by AT&T or shall be implied or arise by estoppel, with respect to any private line service offered under this tariff. AT&T will defend the customer and user against claims of patent infringement arising solely from the use by the customer or user of private line services offered under this tariff and will indemnify such customer or user for any damages awarded based solely on such claims.

- G. AT&T's failure to provide or maintain private line services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, natural catastrophes, and other circumstances beyond AT&T's reasonable control, subject to the provisions for Credit Allowances for Interruptions in this tariff.
- H. AT&T does not guarantee or make any warranty with respect to its local channel services when used in an explosive atmosphere. AT&T shall be indemnified, defended, and held harmless by the customer and user against all claims, losses, or damages by any person relating to the services provided pursuant to this tariff when used in an explosive atmosphere.
- 2.3.2 Changes in Minimum Protection Criteria, Facilities, or Procedures

AT&T is not responsible to any party if a change in a local channel service's Minimum Protection Criteria, facilities, operations or procedures (1) affects any facilities, customer equipment or customer-provided communications system in any way, or (2) requires their modification in order to be used. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the AT&T Service, or render any customer equipment or customer-provided communications system incompatible, AT&T will provide adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

### 2.3.3 Service Dates

PUBLIC SERVICE COMMISSION

When a customer orders a local channel service, all Component's of the resulting end-to-end arrangement which are provided Way AT&T will begin service on the same date, unless otherwise specified by the customer.

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#### 2.3.4 Registration Information

PURSUANT TO 807 KAR 5:011,

AT&T will make information available as required by Stanto 68(8f the FCC's Rules and Regulations (e.g., the number of tringers that may be connected to a particular local channel service)

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#### 2. GENERAL REGULATIONS

- 2.4 Responsibilities of the Customer
- 2.4.1 General

The customer's general responsibilities are described in this section. When other access is connected to a private line service, the customer assumes additional responsibilities that are described in the Connections section of this tariff (see Connections, Section 2.7.).

- A. Placement of Orders, Payment of Bills, and Compliance with Regulations - The customer is responsible for placing orders, complying with tariff regulations, and assuring that its users comply with tariff regulations. The customer is also responsible for the payment of bills for private line service. The customer may appoint an agent to act on its behalf, as specified in B. following.
  - 1. Information the customer Must Provide When a customer places an order for private line service, the following information must be provided by the customer so that AT&T can design, install, maintain, and bill the private line service ordered:

The category of interoffice and local channel private line service, interface, and signaling (if required),

The AT&T central office to which the local channel service is to be routed (when the customer elects to specify routing or when the local channel service consists solely of access coordination function),

The customer's billing name and address,

The contact name, telephone number, and address at each customer premises where the installation will be made,

The customer's desire to use LEC bridging (when a multipoint local channel service is ordered), and the location of Local Exchange Company bridges (when the customer elects to specify LEC bridge locations),

Information regarding customer equipment as specified in Part 68.106 of the FCC Rules and Regulations - (Notification to telephone company).

The design information contained in the design layout record for other access when an order is placed to connect other access without the Access Coordination Function, and

Exemption certification when the Special Access Surchargenseckforth in 2.5.11 following does not apply.

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### 2. GENERAL REGULATIONS

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

### 2.4.1 General (Cont'd)

B. Agency Agreement - AT&T will accept orders from an agent appointed by the customer. An agency appointment must be sent to AT&T in writing. If directed by the customer, the bill for the private line service will be sent to the agent and issued in the name of the customer, in care of the agent.

The customer retains responsibility for compliance with tariff regulations and any act or omission of the agent, regardless of any limitations the customer may place on the agent's authority.

When the customer elects to order solely the access coordination function from AT&T, the customer must give AT&T written authorization to act on its behalf and is responsible for the access charges incurred.

- C. Floor Space, Conduit, and Electrical Power at a Customer's Premises - The customer must provide the equipment space, supporting structure, conduit, and electrical power required to terminate a local channel service at a customer's premises without charge to AT&T. The space, structure, conduit, and power must be made available in sufficient time to permit the installation of the local channel service to be completed prior to its due date. Selection of AC or DC power will be a matter of mutual agreement between the customer and AT&T.
- D. Access to Customer's Premises The customer is responsible for arranging customer premises access at any reasonable time so that installation/maintenance personnel may install, repair, maintain, inspect, or remove a local channel service. Customer premises access must be made available at a time mutually agreeable to the customer and AT&T.
- E. Locations Involving High Voltage Power When a customer orders a local channel service installed at a customer's premises where high voltage power is present, the customer shall:
  - 1. Install, maintain, and pay for special facilities and protective apparatus required by federal, state, or local regulations.
  - 2. Pay for required protective apparatus recommended for the location by AT&T.

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#### 2. GENERAL REGULATIONS

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

#### 2.4.1 General (Cont'd)

F. Availability for Maintenance, Testing, or Modifications - The customer must make a private line service available for maintenance, testing, or implementation of changes it has ordered, at any reasonable, mutually agreeable time. Occasionally an impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, the private line service must be made available for testing during the same time periods if the trouble condition is to be corrected.

G. Damage to a Private Line Service - The customer must pay AT&T for replacement or repair of a private line service when damage results from:

The negligence or willful act of the customer or others authorized by the customer,

Improper use of the private line service, or

Any use of equipment or systems provided by the customer or others authorized by the customer.

After receipt of payment for the damages, AT&T will cooperate with the customer in its claim against any third party causing the damage.

- H. Ancillary Charges The customer is responsible for the payment of any ancillary labor charges incurred, on its behalf, under tariffs of the local exchange companies, when the access coordination function is furnished.
- I. Loss The customer must pay for the loss through theft of any local channel service equipment installed at a customer's premises.
- J. Use with a Customer-Provided Communications System or with Services Provided by Others - When a local channel service is used with a customer-provided communications system, or with a service(s) provided by others via connections at the customer's premises, the customer must make all arrangements concerning the connected system or service with its provider. The connection does not constitute a joint undertaking between AT&T and the provider of the system or service. Connections will be made in accordance with the regulations set forth in 2.7 following.

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### 2. GENERAL REGULATIONS

### 2.5 Payments and Charges

2.5.1 General

AT&T will render a uniform monthly bill to all Private Line Service subscribers. The bill will reflect the customers name, address, account number, circuit identification, service period and rate elements of this tariff. The charge for a private line service may be a recurring and/or a nonrecurring charge.

### 2.5.2 Application of Charges

The charges billed are based on the rates that are in effect in this tariff during the period that the private line service is furnished. If the rates for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges (see Fractional Charges and Credits, Section 2.5.9).

### 2.5.3 Payment of Charges

Payment is due upon presentation of a bill for the private line service furnished. A private line service may be discontinued for nonpayment of a bill (see Violation of Regulations, Section 2.8).

An administrative charge of \$6.00 will be applied by AT&T each time a check or bank draft is returned by a bank to AT&T for the reason of insufficient funds.

### 2.5.4 Minimum Payment Period and Notice of Discontinuance

A. Minimum Payment Period - The minimum payment period is the minimum period for which the customer is required to make payment for the private line service. The charges applicable to the minimum payment period include the recurring charge(s) plus any nonrecurring and/or special construction charge(s) that may apply.

The minimum payment period is calculated from the date that billing started after (1) the initial installation, or (2) a reinstallation after a change.

Minimum payment period charges apply if the customer discontinues a private line service component before the specified minimum payment period expires. The minimum payment period for a given private line service component is specified in the section of this tariff applicable to that private line service component.

B. Notice of Discontinuance - AT&T requires notice when private line services are to be discontinued. The required notice period and the COMMISSION application of charges, if any, are specified in the section OF KENIUCKY applicable to the specific private line service. (Under certain FFECTIVE conditions, this notice requirement may be waived.)

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#### 2. GENERAL REGULATIONS

### 2.5 Payments and Charges (Cont'd)

2.5.5 Advance Payments and Deposits

A. Advance Payment - An advance payment may be required before a private line service is provided when a customer has a history of late payments to AT&T or when a customer's financial responsibility is not a matter of record. The advance payment will equal the charges for the minimum payment period and the applicable nonrecurring charges. In addition, the advance payment will include an amount equal to the estimated nonrecurring charges and one month's recurring charges (if any) when special construction is involved. The advance payment will be credited on the customer's bill(s). A deposit may apply in addition to an advance payment (see Deposits, following).

B. Deposits - To safeguard its interests, AT&T may require a customer with a history of late payments to AT&T or whose financial responsibility is not a matter of record to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to the sum of the charges for the minimum payment period for the private line service.

If a termination charge or a maximum termination liability is specified, the deposit may include an additional amount. This additional amount will not exceed the maximum charge(s) specified for the termination charge or maximum termination liability.

An advance payment may be required in addition to a deposit (see Advance Payment, preceding).

- 1. Interest on a Cash Deposit Simple interest at the rate of 6% per annum shall be credited or paid to the customer while the deposit is held by AT&T.
- 2. Return of a Deposit A deposit will be credited to a customer's account, and any credit balance remaining will be refunded, when the customer has established credit, or when the customer has established a prompt payment record with AT&T for one year, or when the private line service for which the deposit had been required is discontinued.

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stechand Buy SECRETARY OF THE COMMISSION

PRIVATE LINE SERVICES TARIFF-SCHEDULE 9

ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 13

#### GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
  - 2.5.6 Types of Charges

There are two types of charges, recurring and nonrecurring. These charges are as follows:

- A. Recurring Charges The recurring charges for a private line service are listed in the applicable service section as:
- 1. Monthly Charge A monthly charge applies each month or fraction thereof that a private line service is furnished. Monthly charges start on the day after the private line service is installed, but not before the due date of the order unless the customer agrees to an earlier installation. Charges accrue through and include the day that the private line service is discontinued. Monthly charges will be billed in advance. When the billing date and the date that the private line service is started, changed, or discontinued do not coincide, the charges will be adjusted to reflect the fractional part of the month involved (see Fractional Charges and Credits, Section 2.5.9). For billing purposes each month is considered to have 30 days.
- B. Nonrecurring Charges A nonrecurring charge applies for an activity, such as an installation, a move, or a change, ordered by the customer. A nonrecurring charge applies for each activity performed. The charge may differ according to the work activity involved. Other charges, such as termination charges, if applicable, are also classified as nonrecurring charges. In addition, other charges for specific functions as stated in this tariff are applied on a nonrecurring basis. Following is a description of the generic nonrecurring charges.
- 1. Installation Charge An installation charge applies when a private line service is furnished. Installation charges are listed in the appropriate sections of this tariff. Installation charges may be further categorized as follows:
  - a. "First" denotes an installation charge for the first service of a group of identical services ordered at the same time and installed at the same time for the same customer and between the same customer locations.
  - b. "Additional" denotes an installation charge for each additional service--excluding the first--ordered at the same time and installed at the same time for the same customer and between the same customer locations.

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PRIVATE LINE SERVICES TARIFF-SCHEDULE 9

ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 14

#### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.6 Types of Charges (Cont'd)
- B. Nonrecurring Charges (Cont'd)
  - 1. Installation Charge (Cont'd)
    - c. "Initial" denotes an installation charge for options installed at the same time as the primary service with which they are associated.
    - d. "Subsequent" denotes an installation charge associated with an option added to an existing service.
- 2. Move Charge A move charge applies when the physical location of the termination of an interoffice channel or of an office connection or office function or local channel is changed at the customer's request. A move of any of these is considered to be the discontinuance of service at the old location and the reinstallation of the service at the new location. Installation charges apply only for the components that are moved. A new minimum payment period will be established.

When a component with a termination charge is moved, the customer must pay the unexpired portion of the termination charge. A new termination charge will be established at the new location.

A move normally involves an interruption of the private line service for the period required to complete the move. No credit allowance will be granted for the period.

When a customer requests the installation of a duplicate service to avoid interruption during a move, recurring and nonrecurring charges will apply for the duplicate service. Charges will commence when the duplicate service is furnished. A new minimum payment period will apply for the duplicate service.

a. Moves in the Same Building - When a local channel service is moved to a new location in the same building at the customer's request, a move charge applies. A move charge is equal to onehalf, except for Digital Data Local Channel Services where whole charges apply, of the installation charge for the local channel service involved, including the access coordination function and any channel options, miscellaneous equipment and arrangements that are associated with the service at that building.

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### PRIVATE LINE SERVICES TARIFF-SCHEDULE 9

ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 15

#### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.6 Types of Charges (Cont'd)
- B. Nonrecurring Charges (Cont'd)
  - 2. Move Charge (Cont'd)

b. Moves to a Different Building - When a local channel service is moved to a different building (or to a different AT&T central office) at the customer's request, the move is considered to be the discontinuance of the local channel service at the former location and the installation of a local channel service at the new location. The installation charges for the local channel service apply. Installation charges also apply to the access coordination function and any channel options and miscellaneous equipment or arrangements (with stated installation charges) associated with the service required at the new location. A new minimum payment period will be established for the local channel service.

If a move to a new AT&T Central Office is not made at the customer's request, but is required as a result of AT&T's rearrangement of its network, move charges do not apply.

3. Termination Charge - A termination charge applies when a customer orders the discontinuance of a private line service before the expiration of a specified period of time. Termination charges apply to specific components as set forth in the appropriate sections of this tariff. The charge has two elements, a dollar amount and a specified period of time. This period, expressed in months, is shown in brackets next to the dollar amount (e.g., \$10,000[120]) in the appropriate sections of this tariff. The termination charge is determined by multiplying the dollar amount by the ratio of the unexpired portion of the specified period of time. A description and example of the process for determining termination charges follows.

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PURSUANT TO 807 KAR 5.011; SECTION 9 (1) BY: Stephand Buy SECRETARY OF THE COMMISSION

#### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 ORIGINAL PAGE 16

BY: Leslie Buford-Tariff Administrator

# 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.6 Types of Charges (Cont'd)
  - B. Nonrecurring Charges (Cont'd)
    - 3. Termination Charge (Cont'd)
      - a. Identify the number of months in the specified period as shown in brackets following the dollar amount, e.g., [60] = 60 months.
      - b. Identify the number of months that the private line service has been furnished, including fractions of months.
      - c. Subtract the number of months the private line service has been furnished from the number of months in the specified period to obtain the unexpired portion of the specified period (a-b).
      - d. Divide the unexpired portion of the specified period by the specified period to obtain the charge ratio to be used (c divided by a).
      - e. Multiply the dollar amount by the charge ratio to obtain the charge to be made (termination charge amount x d).

Example:

Dollar Amount = \$60,000 Specified Period [ ] = [60] months Time Furnished = 40 months

Step 1: Unexpired Portion of Specified Period = Specified Period - Time Furnished

60 - 40 = 20

Step 2: Charge Ratio = <u>Unexpired Portion of Specified Period</u> Specified Period

 $\frac{20}{60} = 1/3$ 

Step 3: Charge To Be Made = Dollar Amount x Charge Ratio

 $$60,000 \times 1/3 = $20,000$ 

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# DEC 15 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Stephane</u> Buy SECRETARY OF THE COMMISSION

PRIVATE LINE SERVICES TARIFF-SCHEDULE 11

ISSUED: August 7,	2002		SE	CTION	2
EFFECTIVE: August	8, 2002	FIRST	REVISED	PAGE	17
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#### 2. GENERAL REGULATIONS

2.5 Payments and Charges (Cont'd)

2.5.7 Cancellation, Delay, or Change of an Order

The regulations set forth in this section for the cancellation, delay, or change of an order apply to all private line service components.

Change of a Due Date Due dates may be delayed or advanced subject to the following provisions:

### A. Delay of a Due Date by the Customer

A customer may delay the due date of an order involving the installation, move or rearrangement of a local channel service component when:

The provisions of Delay of a Due Date by AT&T, set forth following, are not applicable and the Customer's request for the delay is received by AT&T prior to the order's due date, and

The total delay measured from the order's initial due date does not exceed 30 cumulative calendar days.

When a Customer delays the due date of an order, the Due Date Change Charge will apply. Refer to the Price List.

Orders involving the discontinuance of a local channel service component are specified in the specific service section of this tariff. There will be no maximum delay period for these orders. The Due Date Change Charge does not apply to orders involving the discontinuance of service.

#### 1. Maximum Delay Period

When the customer has delayed an order involving the installation, move or rearrangement of a local channel service component for the maximum 30 cumulative calendar day period, the order may not be delayed again by the customer. In such case, unless B. following applies, the customer has the option to (1) accept billing for the local channel service component ordered, or (2) cancel the order and pay the applicable cancellation charge for the local channel service component ordered. The billing or cancellation is effective on the 30th cumulative calendar day of the delay.

If the customer elects to accept billing, the installation will be completed as soon as reasonably practical after the customer advises AT&T that the installation can be complet **PUBLIC SERVICE COMMISSION** OF KENTUCKY EFFECTIVE

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PRIVATE LINE SERVICES TARIFF-SCHEDULE 11

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### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.7 Cancellation, Delay or Change of an Order (Cont'd)
  - B. Delay of a Due Date by AT&T AT&T will make every reasonable effort to assure that the private line service ordered is furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than 30 cumulative calendar days and such delay is not requested or caused by the customer, the customer may cancel the order without cancellation charges applying.
  - C. Expedite (Advance of a Due Date) A customer's request for an advancement in the due date of an order will be accepted by AT&T when the request can be accommodated without delaying orders of other customers. An Expedite Charge applies each time the Customer requests the due date for a local channel service or component advanced from the AT&T established due date of an order. Refer to the Price List for Expedite Charge (Advance of a Due Date).
  - D. Cancellation of an Order A critical date schedule is established by AT&T for each private line service order placed by a customer. AT&T uses this schedule to identify key activities in the service order process, to monitor the progress of the installation, and to administer the schedule of cancellation charges. Critical date schedules may vary between service orders. The specific critical dates that have been established for a given order can be obtained from the customer's AT&T sales negotiator.

The critical dates monitored by AT&T are:

- 1. Application Date (APP): The date on which the customer provides a firm commitment and sufficient information to AT&T to proceed with issuance of a firm order for service.
- 2. Scheduled Issue Date (SID): The date on which the service order is entered into AT&T's service order distribution system.
- 3. Design Layout Report Date (DLRD): The date on which the Design Layout Report (DLR) or access interface information is received by AT&T from the LEC.
- 4. Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.

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ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 19

### 2. GENERAL REGULATIONS

### 2.5 Payments and Charges (Cont'd)

### 2.5.7 Cancellation, Delay or Change of an Order (Cont'd)

D. Cancellation of an Order (Cont'd)

Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.

Circuit Test and Acceptance (CTA) Date: The date on which overall testing of the service is completed.

Due Date (DD): The date that has been established for completion of the service installation.

If an order for private line service is canceled by the customer prior to the SID, no charge applies. For cancellations by the customer on or after the those dates, a cancellation charge will apply. The amount of the cancellation charge will vary according to the category of service ordered and the date reached in the critical date schedule. Cancellation charges applicable to the components of each category of private line service are listed in the servicespecific sections of this tariff.

If the customer or AT&T delays the due date of an order, in accordance with 2.5.7.A. or B. preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the delayed order by the customer will cause a cancellation charge based on the revised schedule to be incurred.

- E. Cancellation Involving Special Construction If a customer cancels an order that involves special construction, the applicable charges for the special construction, described in 2.1.5, apply in addition to the cancellation charges, herein described.
- F. Change of an Order When a customer changes the office connection or the channel options on an order before the due date, such a change is considered to be a design change. A Design Change Charge applies as specified in this tariff (see Design Change Charge, Section 13). A change in the order which results in a change in the location of an IOC is considered to be a cancellation of the order. If the change does not involve all portions of a private line service but causes the remainder of the service to be delayed more than 30 days beyond its due date, the customer has the option of (1) accepting billing for the components on the remainder of the service or (2) canceling those components and paying the applicable cancellation charge.

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# DEC 15 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Stephan()</u> BU SECRETARY OF THE COMMISSION

PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 OI

SECTION 2 ORIGINAL PAGE 20

# BY: Leslie Buford-Tariff Administrator

### 2. GENERAL REGULATIONS

### 2.5 Payments and Charges (Cont'd)

2.5.7 Cancellation, Delay or Change of an Order (Cont'd)

G. Other Changes to an Order - When a customer changes (1) the point of local channel termination on a premises (including changes involving the addition or removal of inside wire), (2) the interface, or (3) the channel options on an order before the service date, such a change is considered to be a design change. A design change charge applies as specified in this tariff (see Design Change Charge, Section 13). A change in premises is considered to be a cancellation of the order for the local channel service. If the change does not involve all locations on a local channel service but causes the remainder of the locations to be delayed more than 30 days beyond their due date, the customer has the option of (1) accepting billing for the remaining locations or (2) canceling those locations and paying the applicable cancellation charge.

A customer's order for modification of private line service after the service date is considered to be a change in service arrangement, as specified in 2.5.8 following.

### 2.5.8 Change in Service Arrangement

When a customer requests that private line service be changed after the service date, charges are determined in accordance with A. and B. following.

- A. When Charges Apply Charges apply for the following changes:
  - A change of an interoffice private line service from one transmission speed or bandwidth to another is considered to be the discontinuance of one interoffice private line service and the installation of a new interoffice private line service. Installation charges apply for the new private line service and a new minimum payment period is established.
  - 2. A change in the office connection or a change in conditioning is considered to be the discontinuance and reinstallation of the interoffice private line service involved. Installation charges for the changed components, as appropriate, apply. A new minimum payment period is not established. Installation charges for components continued in use do not apply. A component is considered to be continued in use if (1) there is no break in billing for the recurring charge(s) for the component(s), (2) the component is not changed.
- 3. For all other changes to an interoffice private line BURNY CERVICE COMMISSION excluding those changes identified in B. following, the OF KENTUCKY installation charge for the component involved applies. EFFECTIVE

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PURSUANT TO 807 KAR 5.011. SECTION 9 (1) BY: Stephand Bud SECRETARY OF THE COMMISSION

### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001

EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 21

#### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.8 Change in Service Arrangement (Cont'd)
  - A. When Charges Apply (Cont'd)
    - 4. When a change involves any of the activities identified in (a) through (e) following, it is considered to be the discontinuance of one local channel service and the installation of another. Installation charges will apply for all components involved (including the access coordination function) and a new minimum payment period is established:
      - a. A change from one category of local channel service to another.
      - b. A change within a category of service from one transmission speed, transmission mode, bandwidth, or technical specifications package to another.
      - c. A change from a two-wire termination to a four-wire termination or vice versa.
      - d. A change from two-point to multipoint local channel service or vice versa.
      - e. A change from one access vendor to another access vendor when AT&T provides only the Access Coordination Function.
  - 5. When a change involves moving the physical location of a local channel service (including changes caused by a customer specifying a particular AT&T central office as set forth in G4.1.1 following), move charges apply as specified in 2.5.6.B.2. preceding.
  - 6. When a change involves the addition of a point to an existing multipoint local channel service, installation charges apply for the components which are added to the service (including the access coordination function).
  - 7. When a change involves the addition of a local channel option, miscellaneous function, or miscellaneous equipment item which has a stated installation charge, that charge will apply. In addition, a charge equal to the installation charge for an access coordination function involved will apply.
  - 8. When the type of signaling on a Voice Grade Local Channel Service is changed, a charge equal to the installation charge for the local channel or bridged channel(s) involved will apply. In addition, a charge equal to the installation charge for a voice grade access coordination function will also apply. PUBLIC SERVICE COMMISSION

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### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001

EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 22

#### GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.8 Change in Service Arrangement (Cont'd)
- A. When Charges Apply (Cont'd)
- 9. When a change is requested on the access channel associated with a local channel service which consists solely of an access coordination function, a charge equal to the installation charge for the access coordination function involved will apply.
- 10. For all other local channel changes except those specified in B. following, but including those involving the addition of channel options, miscellaneous functions or miscellaneous equipment items without a stated installation charge, a charge equal to one half of the installation charge for the local channel, bridged channel(s) or interbridge channel(s) involved will apply. In addition, a charge equal to the installation charge for an access coordination function for the appropriate category of local channel service will also apply.
- B. When Charges do not Apply Charges do not apply for the following changes:
- 1. When the customer for the private line service changes due to corporate purchase, merger, reorganization, or transfer of assignment of the private line service and no physical change in the service (e.g. change in the interface, change in signaling, etc.) is requested by the new customer.
- 2. When the jurisdiction of private line service changes and no physical change is requested by the customer, except where LEC access termination charges apply.
- 3. When a private line service is discontinued, unless a termination charge applies as set forth in 2.5.6.B.3., preceding.
- 4. When the change involves AT&T records only (e.g., change in billing address).
- 5. Changes which are not made for customer reasons, but are required as a result of AT&T's rearrangement of its network (e.g., changes resulting from the termination of a Shared Network Facilities Arrangement contract).

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan Bull SECRETARY OF THE COMMISSION

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BY: Leslie Buford-Tariff Administrator

SECTION 2 ORIGINAL PAGE 23

#### 2. GENERAL REGULATIONS

#### 2.5 Payments and Charges (Cont'd)

### 2.5.9 Fractional Charges and Credits

A. Computing Charges or Credits for a Fractional Part of a Month - When rates are stated on a monthly basis, each month is considered to have 30 days for billing purposes. Charges or credits for a fractional part of a month are calculated by counting the number of days remaining in the billing period after the private line service is furnished or has been discontinued. The number of days remaining in the billing period (including the 31st day of a 31-day month, if applicable) are counted starting with the day after the date on which the private line service was furnished or discontinued. Divide that figure by 30 days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge or credit.

Example: Private line service furnished/discontinued on the 15th day of a 30-day month.

Monthly Charge

Number of Days Remaining in Billing Period

Billing Month

Monthly Fractional Monthly Charge/Credit

<u>Billing Period</u> x Charge Billing Month

\$1,000

15 days

30 days

\$50**0** 

No. of Days Remaining in

Fractional Monthly Charge/Credit =  $\frac{15}{30} \times \$1,000$ 

Fractional Monthly Charge/Credit =

In the above example, the number of days remaining in the billing period would be 13 for a 28-day month and 16 for a 31-day month. The same process would be used for computing the fractional monthly charge or credit.

B. Computing Fractional Charges or Credits for a Rate Change - When a monthly rate is changed (increased or decreased) as a result of a tariff revision, the additional charge or credit is calculated as follows.

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PRIVATE LINE SERVICES TARIFF-SCHEDULE 9

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### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.9 Fractional Charges and Credits (Cont'd)
  - B. Computing Fractional Charges or Credits for a Rate Change (Cont'd)
  - 1. Monthly Rates For any fractional part of a month, count the number of days remaining in the billing period (including the 31st day of a 31-day month) starting with the effective date of the rate change. Divide that figure by 30 days (billing month). The resultant fraction is then multiplied by the amount of the monthly rate change to arrive at the fractional charge of credit for the rate change.

Example: Rate change effective on the 12th day of the 28-day month.

Old Monthly Charge		\$1,000
Number of Days Remaining in Billing Period	=	17 Days
Billing Month	=	30 Days
Fractional Part of Month Billed at the New Rate	=	<u>17</u> 30
Rate Change	=	\$60 monthly increase
Fractional Charges or Credit for the Rate Change		$\frac{17}{30} \times $60 = $34$
Billing for the Month in which the Rate Change Occurred (for a rate decrease subtract the fractional charges)	=	\$1,000 + \$34 = \$1,034
Subsequent New Monthly Charges	=	\$1,000 + \$60 = \$1,060

In the above example, the number of days remaining in the billing period would be 19 for a 30-day month and 20 for a 31-day month. The same process would be used for computing the fractional monthly charge or credit.

C.

Rounding to the Nearest Cent - If the computed charge(s) or credit include one-half cent or more, the fractional is rounded up to the next higher cent. Fractions of less than one-half cent are disregarded.

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# DEC 15 2001

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephano Buy SECRETARY OF THE COMMISSION

#### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: May 31, 2007 EFFECTIVE: June 1, 2007 BY: Lynn Crofton-Tariff Administrator SECTION 2 FIRST REVISED PAGE 25

### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.10 Provision for Certain Taxes and Fees

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in a lump sum or at a flat rate, or based on receipts, or based on Т poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, Т insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate Т for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add Т to the bills of the Customers in such political entity a prorata on the basis of the revenue derived by the company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill. Ν

- 2.5.11 Special Access Surcharge
- A. A Special Access Surcharge applies to each termination of a channel service at a PBX or equivalent device capable of interconnecting the channel with the local exchange network. The surcharge applies to each two-point local channel, to each multipoint termination at a customer's location, and applies to analog and digital high capacity service on a per voice grade equivalent basis.

AT&T will bill the customer for the surcharge on each channel service termination unless the customer certifies that the channel service termination is exempt from the surcharge. This charge will be billed automatically on each special access service installed irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex-CO type switch. The surcharge rate is specified in the applicable rate sections of this tariff.

- B. Exemptions from the Surcharge
  - 1. A customer's channel service termination will be exempted from the monthly surcharge if the customer certifies to AT&T that:
    - a. The channel service is terminated in a device which is not capable of interconnecting the service with the local exchange network, or
    - b. The channel service termination is associated with Switched Access Service that is subject to Carrier Common Line charges.
  - 2. Certification must be provided by the customer when the channel ARIFF BRANCH service is ordered or changed. If a certification is not from the customer with the order or change of service, the surcharge will be applied.

5/31/2007 PUBLIC SERVICE COMMISSION OF KENTUCKY

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### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001

EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 26

#### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.11 Special Access Surcharge (Cont'd)
- B. Exemptions from the Surcharge (Cont'd)
- 3. If the customer's service termination cannot be exempted as certified, the Company reserves the right to bill and/or back bill the customer as necessary, including any penalty charges that may accrue to the Company.
- C. Crediting the Surcharge

Upon receipt by AT&T of certification that the customer's channel service termination is exempt from the surcharge, as specified in B. preceding, AT&T will not bill the customer at the location certified as exempt.

- 2.5.12 Contract Service Arrangements
- A. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings.
- 1. Rates, Charges, Terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will cover all relevant costs, plus an appropriate level of contribution.
- 2. Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Tariff.

### PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

# DEC 15 2001

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: <u>Stephan</u> Buy SECRETARY OF THE COMMISSION

#### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: March 14, 2007 EFFECTIVE: March 15, 2007 BY: Leslie Buford-Tariff Administrator CANCELS ORIGINAL PAGE 27

#### 2. GENERAL REGULATIONS

2.5.13 Late Payment Charge

Subject to billing and systems availability, when a bill or estimated bill for private line services charges is presented to the Customer, any amounts for which payment has not been received within 30 calendar days of the invoice date will be considered delinquent. The Customer may be assessed a Late Payment Charge on any delinquent account balance, when that balance exceeds \$25.00. The minimum late Payment Charge may be Т an amount up to \$5.00. The period subject to the Late Payment Т Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by up to 18% annually (up to 1.5% per month) unless Т an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply. The Customer shall not be charged a Late Payment Charge on a delinquent balance, however, if an applicable law or regulation prohibits the imposition of such charges.

In the event a Customer disputes, in good faith, the validity of any private line services charges appearing on its invoice, as specified in this tariff, the amount of these disputed charges will be excluded from the total delinquent balance while the dispute is pending. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the Customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

When a local exchange company provides the billing function on behalf of the Company, the local exchange company's local exchange service late payment charge applies. Late payment charges do not apply until after the due date of the bill on which the usage charges first appear.



AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: January 19, 2007 EFFECTIVE: January 22, 2007 BY: Leslie Buford-Tariff Administrator

#### 2. GENERAL REGULATIONS

- 2.5 Payments and Charges (Cont'd)
- 2.5.14 Duplicate Bill Charge
- A. General
  - 1. Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), a customer may request a paper copy of their bill(s). A Duplicate Bill Charge may apply upon a customer's request for duplicate copies of their telephone bill(s) in accordance with the charges specified following, unless stipulated differently in the customer's contract. This service will be available where billing and technology exist.
  - 2. The Duplicate Bill Charge, as defined below, will not be applied in the following instances:
    - a. When a customer is currently subscribing to a service to receive additional copies of their bills;
    - b. When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
    - c. When customers have not received a bill due to Company error in the address of the bill;
    - d. When a customer requests a copy of the current month bill or final bill;
- B. Rates and Charges

Duplicate Bill Charge, mailed via standard US mail only:

Per bill copy charge \$5.00

C. Liability

With respect to any claim or suit, by a customer or any others, for damages arising from delays, errors or omissions, or the failure to provide bill copies, Company's liability, if any, shall not exceed the amount paid for the service.



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PRIVATE LINE SERVICES TARIFF-SCHEDULE 9

ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator SECTION 2 ORIGINAL PAGE 28

#### 2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions

2.6.1 General

A credit allowance will be given when a private line service is interrupted, except as specified in 2.6.2 following. An interruption period begins when the customer reports a private line service to be interrupted and releases it for testing and repair. An interruption period ends when the private line service is operative. Only the interrupted portion of the private line service will receive a credit. If the customer reports a private line service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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PRIVATE LINE SERVICES TARIFF-SCHEDULE 9

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#### 2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.1 General (Cont'd)

In addition, there are specific credit allowance regulations that only apply to a particular private line service. Those regulations are specified in the section of the tariff that is applicable to the specific private line service.

2.6.2 When Credit Allowance does not Apply

Credit allowance does not apply for:

- A. Interruptions caused by the negligence of the customer or others authorized by the customer to use the customer's service,
- B. Interruptions due to the failure of power, equipment, systems, or connections not provided by AT&T,
- C. Interruptions during any period when the customer or user has released a private line service for maintenance or rearrangement purposes, or for the implementation of a customer order,
- D. Interruptions which continue because of the customer's failure to authorize replacement of any element of special construction. The period for which credit is not allowed, begins on the seventh day after the customer receives AT&T's written notification of the need for such replacement. It ends on the day after receipt of the customer's written authorization for such replacement,
- E. Interruptions during periods when the customer elects not to release the private line service for testing and/or repair,
- F. Interruptions caused by the failure of access service, or
- G. An interruption or group of interruptions, resulting from a common cause, for amounts totaling less than one dollar.
- H. Interruptions during any period in which AT&T or its agents are not afforded access to the customer's premises.

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#### 2. GENERAL REGULATIONS

- 2.6 Credit Allowances for Interruptions (Cont'd)
- 2.6.3 Use of Another Means of Communication

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

2.6.4 Temporary Surrender of a Private Line Service

In certain instances, the customer may be asked to surrender a private line service for purposes other than maintenance, testing, repair, or activity relating to a service order. If the customer consents, a credit will be given. One day's credit will be given for each 24-hour period or fraction thereof that the service is surrendered.

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#### GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.5 Calculation of Credit Allowances

The credit allowances for all private line services are set forth in this section.

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

A credit allowance will be given for all private line services that are interrupted for 30 minutes or more. The credit allowance is determined in the following manner:

- A. Interoffice Channels:
- 1. Calculate the average point value for one month by adding the total monthly charges for the private line service. That sum is then divided by the total number of AT&T central offices on the service to obtain the average point value.
- Calculate the average point value for one full day by dividing the average point value for one month by 30 days: (A.l.) divided by 30.
- 3. Multiply the average point value for one day by the interruption period to be credited (see Calculation Table, Section 2.6.5.C.) in order to determine the credit for one point: (A.2.) x interruption period.
- 4. Multiply the credit for one point by the number of AT&T central offices affected to determine the credit allowance for the service: (A.3.) x number of AT&T central offices affected.

Example 1: A two-point Voice Grade Service with two AT&T central offices. Length of interruption = three hours.

Total monthly charge	= \$1,200
Average point value	$= \frac{1,200}{2} = \frac{600}{2}$
Average point value for one full day	$= \frac{600}{30} = 20$
Amount credited for one point	= \$20 x 1/5 = \$4 PUBLIC SERVICE COMMISSION
Total credit for the number of AT&T central offices affected	= \$4.00 x 2 = \$8 OF KENTUCKY EFFECTIVE

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# AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator 2. GENERAL REGULATIONS

- 2.6 Credit Allowances for Interruptions (Cont'd)
- 2.6.5 Calculation of Credit Allowances (Cont'd)
- A. Interoffice Channels: (Cont'd)

Example 2: A multipoint Voice Grade Service with six AT&T central offices. Length of interruption = three hours. Service to only three AT&T central offices is affected (i.e., service to the remaining three AT&T central offices continued in use).

Total monthly charge	=	\$4,800
Average point value	° <b>=</b>	$\frac{4,800}{6} = \frac{800}{6}$
Average point value for one full day	=	$\frac{800}{30} = 26.67$
Amount credited for one point	. • =	$26.67 \times 1/5 = 5.33$
Total credit for the number of AT&T central offices affected	. =	\$5.33 x 3 = \$15.99

- B. Local Channels:
- 1. Calculate the average channel value for one month by adding the total monthly charges for the local channel service. That sum is then divided by the total number of local channels or bridged channels on the local channel service.
- 2. Calculate the average channel value for one full day by dividing the average channel value for one month by 30 days: (1.) divided by 30.
- 3. Multiply the average channel value for one day by the interruption period to be credited (see Calculation Table following) in order to determine the credit for one channel: (2.) x interruption period.
- 4. Multiply the credit for one channel by the number of channels affected to determine the credit allowance for the local channel service: (3.) x number of channels affected.

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I		AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 D: November 27, 2001 FIVE: December 15, 2001 Leslie Buford-Tariff Administrator
		2. GENERAL REGULATIONS
2	2.6	Credit Allowances for Interruptions (Cont'd)
	2.6.	5 Calculation of Credit Allowances (Cont'd)
	Β.	Local Channels: (Cont'd)
		Example 1: A Voice Grade Local Channel Service comprised of four bridged channels, all channels affected. Length of interruption = 3 hours.
	•	Total monthly charge = \$1,200
		Average channel value = $\frac{1,200}{4}$ = \$300
		Average channel value for one full day $= \frac{300}{30} = 10$
		Amount credited for one channel = $\$10 \times 1/5 = \$2$
		Total credit for the number of channels affected = $$2 \times 4 = $8$
	С.	Calculation Table - The following table is used for calculating credit allowances for interruptions.
	1.	Interruptions of 24 Hours or Less
		Interruption Period

### Length of Interruption

# to be Credited

Less than 30 minutes	None
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5  day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

Two or more interruptions of 30 minutes or more, during any period up to but not including three hours, shall be considered as one interruption.

2. Interruptions over 24 Hours - Interruptions over 24 hours will be credited 1/5 day for each three-hour period or fracPUSDICESTERESECOMMISSION No more than one full day's credit will be allowed for any perperiod of 24 hours. EFFECTIVE

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## AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator

#### 2. GENERAL REGULATIONS

### 2.6 Credit Allowances for Interruptions (Cont'd)

2.6.5 Calculation of Credit Allowances (Cont'd)

D. ACCUNET T1.5 and T45 Services - For ACCUNET T1.5 and T45 Services' customers (with IOC portion), an interruption allowance in lieu of that specified above will be made for each reported interruption, in accordance with the table below. If more than one interruption is reported on a circuit in a given month, each subsequent interruption is considered independently in calculating total credits for that circuit n the following month's bill. However, the cumulative credit allowances may not exceed 100 percent, per circuit, in a given month. Credit may not be carried over to subsequent months.

The customer's recurring charges for T1.5 and T45 services in the month that the interruption occurs will be the basis for calculation of the credit allowance for that month. Discounts due to pricing plans will be applied prior to the application of credit allowances.

1. Service Assurance Warranty

# Length of Assurance Warranty 1 min. up to, but not including 1 hr

1 hr up to, but not including 2 hrs 2 hr up to, but not including 3 hrs 3 hr up to, but not including 4 hrs 4 hr up to, but not including 5 hrs 5 hr up to, but not including 6 hrs 6 hr up to, but not including 7 hrs 7 hr up to, but not including 8 hrs 8 hr up to, but not including 9 hrs Over 9 hours

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Credit per

Interruption

5%

10%

15%

20%

25%

30% 35%

40%

45%

50%

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### 2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.5 Calculation of Credit Allowances (Cont'd)

D. ACCUNET T1.5 and T45 Services (Cont'd)

1. Service Assurance Warranty (Cont'd)

Example 1: Assume that the total monthly Channel (A) price is \$8,550.00 per month.

CHANNEL A	DIDATION	CREDIT	
MONTH 1	DURATION	ALLOWANCE	<u>CREDIT</u>
trouble #1	1 hour 15 minutes	10.0%	\$ 855.00
trouble #2	2 hours 59 minutes	15.0%	1,282.50
total credit		25.0%	\$2,137.50
		Following	
		Month's Bill	\$6,412.50
		ODEDTM	
CHANNEL A	DURATION	CREDIT	ODDDTO
MONTH 2	DORATION	ALLOWANCE	CREDIT
trouble #1	35 minutes	5.0%	\$ 427.50
trouble #2	11 hours 43 minutes	50.0%	4,275.00
total credit		55.0%	\$4,702.00
		Following	
and a second		Month's Bill	\$3,847.50
		CREDIT	. *
CHANNEL A	DURATION	ALLOWANCE	<u>CREDIT</u>
MONTH 3 trouble #1		- 07	
	20 minutes	5.0%	\$ 427.50
total credit		5.0%	\$ 427.00
		Following	AA 100 F-
		Month's Bill	\$8,122.50

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### 2. GENERAL REGULATIONS

#### 2.7 Connections

BY: Leslie Buford-Tariff Administrator

#### 2.7.1 General

When access is connected to an AT&T service, the connection will be made at the AT&T central office if the AT&T service and the access are electrically compatible. The regulations in this section and in the section(s) and tariff(s) applicable to a specific AT&T service will apply to the connection.

Coordinating agreements are necessary between AT&T and access providers to establish arrangements for common functions at central offices, such as space, power, and light. In addition, technical agreements, similar to those in place with local exchange companies, are required between AT&T and access providers to establish the specific arrangements by which the access will be connected to AT&T's services.

Connections to access will be made using office connections as described in G3.4.2 following. The responsibilities of AT&T and the customer are specified following.

A. Responsibilities of AT&T - AT&T is not responsible to any party if a change in its minimum protection criteria, operations, or procedures (1) affects any access in any way, or (2) requires modification of access in order to be used. However, if such changes can be reasonably expected to materially affect the operating, switching, or transmission characteristics of the AT&T service, or render the access incompatible, AT&T will provide adequate notice in writing to allow the customer the opportunity to maintain uninterrupted service.

Unless AT&T is responsible for end-to-end service as defined in 2.1.1 preceding, AT&T is not responsible for changing its channels or components to maintain compatibility with access. However, if such changes are requested, AT&T will, upon receipt of a customer order, endeavor to make the changes without interrupting service.

The testing of an AT&T service will be made from an AT&T central office.

In certain situations, assistance is available in matters pertaining to testing of assemblies. The services offered are set forth in this tariff (see Additional Administrative and Operational Functions, Section 13).

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#### 2. GENERAL REGULATIONS

- 2.7 Connections (Cont'd)
- 2.7.1 General (Cont'd)
  - B. Responsibilities of the Customer When access is connected at an AT&T central office the customer assumes responsibility for the connection as follows:
  - 1. Ordering Unless AT&T is responsible for end-to-end service as described in 2.1.1 preceding, the customer must make all arrangements concerning the access with its provider and must make arrangements with AT&T for the connection.
  - 2. Compatibility with the AT&T Service Unless AT&T is responsible for end-to-end service as defined in 2.1.1 preceding, the customer is responsible for ensuring compatibility between the access and the AT&T service. This customer responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

When a connection of access is made at an AT&T central office and AT&T is not responsible for end-to-end service as defined in 2.1.1. preceding, AT&T does not warrant that any portion of the assembly will operate properly or that transmission will be satisfactory. If, however, a trouble condition is reported, AT&T will assure that the channels and components AT&T provides are operating properly with satisfactory transmission.

- 3. Interface Information The customer must specify the type of interface that is required.
- 4. Testing and Maintenance If a trouble condition occurs on an assembly, the customer is responsible for determining if the trouble is in the connected access. AT&T will only test and maintain its service.
- 2.7.2 Interference and Hazard

The operating characteristics of the access connected to an AT&T service must not interfere with, or impair, any services provided by AT&T to others. In addition, they must not endanger the safety of AT&T employees or the public; damage or interfere with the functioning of AT&T equipment, channels or services; or otherwise injure the public in its use of these offerings.

2.7.3 Minimum Protection Criteria

connected.

PUBLIC SERVICE COMMISSION Access must comply with the Minimum Protection Criteria O KENTUCKY specified in this tariff for the service to which the access is

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#### 2. GENERAL REGULATIONS

#### 2.8 Violation of Regulations

#### 2.8.1 General

AT&T may take immediate action to protect its private line services or interests when certain regulations contained in this tariff are violated. The specific regulations involved and the action that will be taken by AT&T are as specified in 2.8.2 and 2.8.3 following.

#### 2.8.2 Interference, Impairment, or Improper Use

AT&T will take immediate action to temporarily suspend the private line service when a customer violation of Section 2.7.2 preceding:

Subjects AT&T or non-AT&T personnel to hazardous conditions,

Circumvents AT&T's ability to charge for its services, or

Results in immediate harm to the private line service or other AT&T service.

In such cases, AT&T will make reasonable efforts to give the customer prior notice before temporarily suspending service.

If a customer fails to comply with Section 2.7.2. preceding, AT&T may, on ten (10) days written notice by certified U.S. mail to the customer, deny requests for additional private line services and/or temporarily suspend the private line service to the non-complying customer. If AT&T does not deny or temporarily suspend the private line service(s) involved on the date of the expiration of the ten (10) days advance notice, and the customer noncompliance continues, nothing contained herein shall preclude AT&T's right to deny or temporarily suspend the private line service without further notice.

When a violation results in the temporary suspension or denial of the private line service, these restrictions will be removed when the customer is in compliance with the regulation and so advises AT&T.

#### 2.8.3 Nonpayment of Charges

AT&T may disconnect a private line service or deny requests for additional private line services for nonpayment of any charges due as specified in Section 2.5.3. (Payment of Charges) preceding. A written notice will be sent to the pustomenviat COMMISSION least ten (10) days in advance of the disconnect or dentational private line services. Upon payment of chargessorthe denial of additional service will be removed.

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### 2. GENERAL REGULATIONS

#### 2.9 Definitions

Access - the communications services, channels, assemblies and systems outside of AT&T's interoffice network that connect the customer premises to the AT&T interoffice network.

Access Coordination Function - a component that provides for the design, ordering, installation coordination, preservice testing and service turn-up, trouble sectionalization, and restoration coordination on a channel provided by AT&T under this tariff or an equivalent channel provided by the customer.

Assembly - a configuration consisting of customer equipment (excluding customer Premises Equipment as defined in Computer Inquiry II) and/or channel(s) which is connected to one or more private line services.

AT&T Central Office - the physical point of access for a service category to the AT&T interoffice network. Criteria for establishing AT&T central offices and a list of AT&T central offices with services provided are in Tariff FCC No. 10.

Bridged Channel - a Voice Grade Local Channel Service component which provides a communication path between (1) a customer's premises and a Local Exchange Company bridge, or (2) an AT&T Central Office and a Local Exchange Company bridge.

Building - a structure consisting of an enclosed area surrounded by outside walls and under one continuous roof.

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### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: November 27, 2001 EFFECTIVE: December 15, 2001 BY: Leslie Buford-Tariff Administrator

#### 2. GENERAL REGULATIONS

#### 2.9 Definitions (Cont'd)

Channel - an electrical transmission path for communications between two points.

Channel Option - a private line service component added to a Channel to change and/or augment its transmission characteristics.

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#### 2. GENERAL REGULATIONS

#### 2.9 Definitions (Cont'd)

Channel Service Unit - equipment which performs the function of properly terminating a Digital Data Service local channel. The functions provided are regeneration of signals, loop equalization, maintenance, testing capability, and network protection.

Channel Service Unit Functionality - equipment which performs the functions of: (1) properly terminating an ACCUNET T1.5 Channel Service or a Digital Data Local Channel Service, (2) regeneration of signals and (3) recognition of signal format errors.

Component - an element furnished under this tariff. Components are local and interoffice channels, bridged, and interbridge channels, access coordination functions, channel options, miscellaneous functions, central office connections, and miscellaneous equipment items.

Customer - the person or legal entity that orders a private line service (either directly or through an agent).

Customer Equipment - terminal equipment, a multiline terminating system or protective circuitry located at non-AT&T premises.

Customer's Premises - the premises of a customer or user. It also includes customer-designated non-AT&T premises.

Customer-Provided Communications System - non-AT&T-provided dedicated private line channels and equipment (e.g., microwave or cable system).

Design Loss - the amount of power loss expected to occur when a 1004 Hz tone is transmitted from one end of a local channel to the other end.

Direct Electrical Connection - a physical connection (i.e., not through a switch) of the electrical conductors in a communications path.

DS1 Channel - an ACCUNET T1.5 Service, 1.544 Mbps. Local Channel, or other access that meets the signal and format constraints described in Technical Publications - PUB 62411.

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#### 2. GENERAL REGULATIONS

#### 2.9 Definitions (Cont'd)

Due Date - the date that has been established for completion of the installation, change, or disconnect of a private line service component.

Foreign Exchange Service - a service that enables a customer to obtain dial tone and related features in a LEC central office outside the LATA of the LEC central office which normally services the customer's location.

Independent Company - a local exchange company (LEC) that is not a former Bell Operating Company.

Interbridge Channel - a Voice Grade Local Channel Service component which provides a communications path between two Local Exchange Company bridges located in the same LATA.

Interface - the electrical and physical means by which a connection is made at an AT&T central office.

Interoffice Channel - a private line service component which connects an AT&T central office to another AT&T central office.

Interoffice Private Line Service - the interoffice channel(s) and office connection(s), office functions, and channel option(s) furnished under this tariff to a customer.

Interstate Communications - a term that describes communications between and among individual states. It includes both interstate and foreign communications.

Intrastate Communications - a term which describes communications which take place within a state's boundaries and which are not terminated in a switch permitting interstate communications.

Local Access and Transport Area (LATA) - a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges which are grouped to serve common social, economic, and other purposes.

Local Channel - a private line channel that connects an AT&T central office to a customer's premises.

Local Exchange Company (LEC) - a company which furnishes exchange telephone service.

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SECTION 2

BY: Leslie Buford-Tariff Administrator

#### 2. GENERAL REGULATIONS

#### 2.9 Definitions (Cont'd)

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Multifrequency Pulsing - An inband interoffice address signaling method in which ten decimal digits and five auxiliary signals are each represented by selecting two frequencies out of a group consisting of: 700, 900, 1100, 1300, 1500, and 1700 Hz.

Multipoint - a private line service directly connecting three or more AT&T central offices.

Multipoint Local Channel Service - a service which connects three or more points on a direct electrical basis.

Network Interface - The point of demarcation on the end user's premises at which the access supplier's responsibility for the provision of access ends.

Office Function - a private line service component located and furnished at an AT&T central office to perform channel derivation, switching, conversion, or transfer functions.

Point of Interface - The point of demarcation between AT&T and an access supplier. This point, located at an AT&T Central Office, establishes the technical interface, the test point, and the point of division of operational responsibility.

Premises - a building or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public throughfare.

Pricing Central Office - the AT&T central office for a particular category of local channel service which is nearest to the customer's premises (measured between the serving wire centers of the customer's premises and the AT&T Central Office).

Registered - a term which means compliance with and approval within the Registration Program.

Registration Program - Part 68 of the FCC's Rules and Regulations which permits customer Equipment to be directly connected to WATS, LDMTS and certain local channel services without the requirement for protective circuitry.

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#### 2. GENERAL REGULATIONS

#### 2.9 Definitions (Cont'd)

Ringing - an alternating or pulsating current intended to produce an audible or visible alerting signal.

Service Date - the date that billing starts for a private line service or component.

Service Period - the period of time during which AT&T furnishes a private line service. It encompasses the consecutive period from the start of service to the end of service ordered by the customer.

Serving Wire Center - the wire center from which the customer's premises or AT&T central office would normally obtain dial tone from the Local Exchange Company.

Standard Jack - the means of connecting customer equipment to a local channel service as specified in the Registration Program.

Technical Specifications Package - a combination of the various technical specifications associated with a Voice Grade Local Channel Service. Each package is designed to satisfy specific customer applications (e.g., voice, data, telephoto, etc.).

Terminal Equipment - any telecommunications equipment other than a multiline terminating system or customer-provided communications system installed on the customer's side of the interface at a customer's premises.

Termination - a customer premises or an AT&T Central Office.

Two-Point Local Channel Service - a service which consists of a single local channel.

User - a person or legal entity authorized by a customer to communicate over, or be connected to, the customer's private line service.

Wire Center - a building in which one or more central offices, used for provision of local exchange service, are located.

Wire Center Area - the territory served by a serving wire center.

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#### 2. GENERAL REGULATIONS

### 2.10 Select Savings Plan (SSP)

Select Savings Plans (SSP) with terms from one to five years are available as an alternative to conventional monthly rates for ASDS IOCs and certain service components, local channel services which are connected to ASDS (listed below), and certain local channel options. Local Channel (LC) Services available are:

Digital Data Local Channel Services (DDLC) Voice Grade Local Channel Services (VGLC) ACCUNET Generic Digital Access Services (AGDA)

In exchange for a term commitment on each individual service, the customer is given monthly rates that are discounted for the duration of the term. Rates may change from time to time however, the discount levels applied will not change during the term of the plan. If a customer requests additions/changes to any service currently included under a SSP, the monthly discounts that were in effect on the date the customer originally committed to a plan will be applied to the new rates. Components disconnected from a service under a plan will not affect the discount of the remaining portion of the service. Nonrecurring charges will not be discounted. When a customer requests service, the nonrecurring charges will be applied based on the rates in effect on the date that the service order is completed by AT&T.

#### 2.10.1 SSP Structure

A SSP will include certain service components (IOC,AC,LC,ACF, conditioning, analog/digital multipoint, multiplexing, IOC special routing, secondary channel option, and bridging) for those services listed above. Specific restrictions are listed in 2.10.2. The plan will be available in one month increments from twelve months (one year) through sixty months (five years). The discount is fixed for the life of a plan. Monthly rates for all months will be discounted based on the term commitment as follows:

· · · ·	Term Commitment	Discounts for eligible service in Section G10	Discounts for eligible services in Sections G14, G15, G16	
	12-23 Months 24-35 Months 36-60 Months	10% 12% 14%	6% 8% 10%	- Public Serv
				OF K

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#### 2. GENERAL REGULATIONS

2.10 Select Savings Plan (SSP) (Cont'd)

2.10.2 SSP Commitment and Plan Restrictions

The customer must commit each individual service into a SSP. Each service must include all AT&T interoffice and local channel components under a plan. Both existing and new services are eligible. The following are not eligible for inclusion in a SSP:

> Individual Case Basis (ICB) rates Local Channel Special Routing Signaling Transfer Arrangements Administrative Charges Nonrecurring Charges Special Access Surcharge Switched Port

#### 2.10.3 Discontinuance of a SSP-Without Liability

The customer may terminate a SSP without liability under the following conditions:

An ASDS customer with 9.6 Kbps or 56 Kbps service and voice grade access may replace their end to end service with a new 9.6 Kbps or 56 Kbps service with digital access, provided the replacement service is enrolled in a SSP with an expiration date equal to or later than that of the service being replaced. The requested installation date for the new service must be on or before the requested disconnect date of the service being replaced.

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#### 2. GENERAL REGULATIONS

2.10 Select Savings Plan (SSP) (Cont'd')

2.10.3 Discontinuance of a SSP-Without Liability (Cont'd)

An existing SSP service may be replaced with a new AT&T ACCUNET digital service of a higher speed, provided the replacement service, if it is ASDS, is enrolled in a SSP that has an expiration date that is equal to or later than that of the service being replaced. The installation date requested for the new ACCUNET service must be on or before the requested disconnect date of the service being replaced.

A customer may also move an existing SSP service to a different location(s) or change the AT&T point-of-presence provided that the installation date requested for the move and/or change is on or before the requested disconnect date, and both installation and disconnect requests are made concurrently. The moved and/or changed service will be subject to the time commitment remaining under the original SSP.

If the customer commits to a new twenty-four through sixty month replacement SSP with an expiration date that is 12 or more months later than the expiration date of the plan being replaced. The plan being replaced will terminate on the day preceding the start date of the new plan. The rates for the new SSP will be determined using the rates in effect at the time the customer commits to service under the new plan.

An ASDS customer with DDLC access service may replace their DDLC access service with AGDA service, provided the AGDA service is of equal speed. The AGDA service will be subject to the time commitment remaining under the customers' original SSP and all SSP components will be repriced and/or recalculated as specified in existing SSP regulations, concerning customer requested additions and/or changes.

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#### 2. GENERAL REGULATIONS

2.10 Select Savings Plan (SSP) (Cont'd)

2.10.4

0.4 Discontinuance of a SSP-With Liability

Discontinuance of a service and/or service component furnished under a SSP, prior to the expiration of the applicable term, will result in customer liability. For service discontinued prior to the completion of the specified term plan the customer is liable for a percentage of the total undiscounted fixed monthly rates for the remaining portion as follows:

Remaining Portion	IOC Liability	LC Liability
1-12 months	50%	50%
13-24 months	40%	40%
25-36 months	30%	30%
37-48 months	20%	20%
49-60 months	10%	10%

Payment of the total amounts owed by the customer under this regulation are due within 30 days of the date the plan is discontinued.

#### 2.10.5 Expiration and Renewal of a SSP

Upon expiration of a SSP, the customer has the option to obtain a new SSP or other available plan or to obtain service under conventional monthly rates. If the customer chooses to subscribe to a new SSP, the start date of the new plan may not be earlier than the day following the expiration date of the former plan.

To continue the same service under monthly rates, no action is required on the part of the customer. Upon expiration of SSP, and unless notification to the contrary is received, the customer's service will automatically be continued at rates specified under the monthly rate plan in effect at that time. The customer may renew service under a new SSP by notifying AT&T in writing anytime prior to the expiration of the current SSP.

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#### 3. GENERAL DESCRIPTION

#### 3.1 General

This section provides a general overview of the private line services available in this tariff. It includes a description of the two major classifications of private line services and the categories and components of service available under each classification. More detailed descriptions and specific rate information are located within the section of this tariff that applies to a given category of service.

SONET Services are provided by contract and the rates are developed on an Individual Case Basis (ICB).

#### 3.2 Private Line Service Classification

There are two major classifications of private line service, (1) interoffice private line service, and (2) private line local channel service.

#### 3.2.1 Interoffice Private Line Service

An interoffice private line service connects two or more AT&T central offices.

#### 3.2.2 Private Line Local Channel Service

Private line local channel service connects customer premises to customer premises or to AT&T central offices.

#### 3.3 Interoffice Private Line Service Categories

There are several categories of interoffice private line service. Each service category has its own technical characteristics and specifications, and most are further subdivided into speeds or types of transmission. Following is a brief description of each service category. Each category of service is available only within and/or between specified AT&T central offices. Service availability by office is listed in Tariff F.C.C. No. 10.

3.3.1 ACCUNET T1.5 Service

Provides service for the transmission of large volumes of communications at 1.544 mbps.

3.3.2 Dataphone Digital Service

Provides services for the transmission of synchronous data at speeds of 9.6 Kbps, or 56 Kbps. (2.4 Kbps and 4.8 Kbps speeds were withdrawn effective March 2, 1994.) OF KENTUCKY

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#### 3. GENERAL DESCRIPTION

- 3.3 Interoffice Private Line Service Categories (Cont'd)
- 3.3.3 ACCUNET Spectrum of Digital Services (ASDS)

Provides services for the transmission of digital signals at speeds of 9.6 Kbps, 56 Kbps, or 64 Kbps to achieve speeds of 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, or 768 Kbps.

3.3.4 ACCUNET T45 Service

Provides service for the transmission of 44.736 Mbps digital signals.

3.3.5 SONET Services

Provides service for the transmission of digital signals at the following speeds:

OC3 155.52 Mbps OC12 622.08 Mbps

3.4 Interoffice Private Line Service Components

An interoffice private line service is comprised of components which include interoffice channels, office connections, channel options, and office functions.

3.4.1 Interoffice Channel

An IOC is a channel between two AT&T central offices. An IOC may be provided between LATAs or within a LATA when used to provide interLATA service.

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#### 3. GENERAL DESCRIPTION

3.4 Interoffice Private Line Service Components (Cont'd)

### 3.4.2 Office Connection

An office connection provides the physical interconnection at an AT&T central office between an interoffice channel, an office function, a local channel obtained from the Private Line Local Channel sections of this Tariff, or other access.

When other access is connected to an AT&T service and the customer wishes AT&T to perform the functions of access design, ordering, installation, coordination, preservice testing and service turn-up, trouble sectionalization, and restoration coordination, the Access Coordination Function furnished under the Private Line Local Channel sections of this Tariff provides those functions. When the Access Coordination Function is ordered, AT&T will design the service based upon standard engineering considerations.

When other access is connected to an AT&T service and the customer wishes AT&T to perform only the function of physical connection of the access to a service component at an AT&T central office, an office connection only is employed. In such cases, AT&T makes or implies no warranty that the assembly will operate properly or that transmission will be satisfactory.

An office connection is also employed to connect service components within an AT&T central office, for example:

an IOC to an office function, a local channel, or other access

two office functions, or an office function to a local channel or other access

an IOC or office function to a service provided under another AT&T tariff.

Office connections apply for each two components interconnected at an AT&T central office.

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#### GENERAL DESCRIPTION

- 3.4 Interoffice Private Line Service Components (Cont'd)
- 3.4.3 Channel Options

Channel options are features which can be added to an Interoffice Channel to change or to augment its transmission characteristics. Typical channel options are signaling and data conditioning.

#### 3.4.4 Office Functions

Office functions are optional functions performed at AT&T central offices which enable customers to increase the efficiency or usefulness of their service. They include switching arrangements, multiplexing (such as M-24 and M-44), transfer arrangements, and alternate use arrangements. Office functions are connected with channels or other office functions by office connections.

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#### 3. GENERAL DESCRIPTION

3.5 Private Line Local Channel Service Categories

> There are several categories of local channel services. Each category has its own technical characteristics and specifications, and most are further subdivided into speeds or types of transmission. Following is a brief description of each local channel service category.

3.5.1 1.544 Mbps Local Channel Service

> Provides services for the transmission of large volumes of communications at 1.544 Mbps.

3.5.2 Digital Data Local Channel Service

> Provides services for the transmission of synchronous data at speeds of 9.6 Kbps or 56 Kbps.

3.5.3 Voice Grade Local Channel Service

> Provides services for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz.

3.5.4 T45 Local Channel Service

> Provides services for the transmission of large volumes of communications at 44.736 Mbps.

3.5.5 ACCUNET Generic Digital Access Services

> Provides for the transmission of digital signals at 9.6 or 56 Kbps.

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#### GENERAL DESCRIPTION

#### 3.6 Local Channel Service Components

A private line local channel service is comprised of components which include local channels, bridged channels, interbridge channels, access coordination functions, channel options, miscellaneous functions, and miscellaneous equipment items.

#### 3.6.1 Local Channel

A local channel is a channel between customer premises or customer premises and AT&T central offices.

3.6.2 Bridged Channel

A bridged channel is a channel between (1) an AT&T central office and a Local Exchange Company bridge or (2) a customer's premises and a Local Exchange Company bridge. Bridged channels are available on Voice Grade Local Channel Services only.

3.6.3 Interbridge Channel

An interbridge channel is a channel between two Local Exchange Company bridges located in different wire centers. Interbridge channels are available on Voice Grade Local Channel Services only.

3.6.4 Access

#### Access Coordination Function

The access coordination function provides for the design, ordering, installation coordination, preservice testing and service turn-up, trouble sectionalization, and restoration coordination on a channel provided by AT&T under this tariff or an equivalent channel provided by the customer.

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#### 3. GENERAL DESCRIPTION

3.6 Local Channel Service Components (Cont'd)

3.6.5 Channel Options

Channel options are features which can be added to a local channel to change or to augment its transmission characteristics. Typical channel options are signaling and data conditioning.

## 3.6.6 Miscellaneous Functions

Miscellaneous functions are optional functions performed at AT&T central offices which enable a customer to increase the efficiency or usefulness of a service.

#### 3.6.7 Miscellaneous Equipment Items

Miscellaneous equipment items are optional items and arrangements which may be ordered on a local channel service (see Miscellaneous Equipment and Arrangements, Section 12).

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#### 4. INTEROFFICE CHANNEL MILEAGE MEASUREMENT

4.1 General

The rate mileage for an Interoffice Channel is the airline distance measured between two AT&T central offices.

To determine the rate mileage for the Interoffice Channel, first determine the appropriate AT&T central offices as follows.

#### 4.1.1 Determining AT&T Central Offices

The appropriate AT&T central office used to price a private line service is determined by (1) the LATA(s) in which the private line service is desired, (2) the category of private line service to be provided, and (3) the designated AT&T central offices when certain office functions are involved.

A. Determining the AT&T Central Offices Within a LATA - If the customer does not specify an AT&T central office, AT&T will determine the AT&T central office(s) for a LATA, using the telephone number of a customer's premises and the type of service to be provided as follows:

Example: Telephone No. 502-582-XXXX, Voice Grade Service

1. Refer to the Exchange Carrier Association (ECA) Tariff FCC No. 4, look up 502-582, and find its wire center listing and LATA number.

Wire center information is listed in the ECA tariff FCC No. 4 by state, by locality. The appropriate wire center within a locality (i.e., the serving wire center) and the LATA number for that wire center are determined by looking up the area code and the first three digits (e.g., 502-582) of the telephone number which normally serves the customer's premises.

Example: The wire center for 502-582 is Louisville. The LATA number is 462.

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#### 4. INTEROFFICE CHANNEL MILEAGE MEASUREMENT

- 4.1 General (Cont'd)
- 4.1.1 Determining AT&T Central Offices (Cont'd)
- A. (Cont'd)

2. Refer to Section 5 of AT&T Tariff FCC No. 10, look up LATA number 462, and find the AT&T central offices within the LATA. Determine the AT&T central offices within the LATA which provide the type of private line service category required and the V&H coordinates for those AT&T central offices.

Example: The AT&T central offices in LATA number 462 which provide Voice Grade Services are:

Rate Center	<b>V</b>	<u> </u>
Campbellsville	6669	2614
Elizabethtown	6637	2725
Glasgow	6774	2666
Louisville	6528	2773

- 3. The AT&T central office used to determine the mileage for an IOC will be the one which is nearest to the customer's premises. If two AT&T central offices are measured equidistant from the customer's premises using rounded mileage, the central office to be used is the one which is the nearest using unrounded mileage. If there is only one AT&T central office in a LATA for a category of private line service, no choice is necessary.
- 4. Once all of the appropriate AT&T central offices have been determined, calculate the airline distance between the AT&T central offices (see Calculation of Airline Mileage, Section G4.1.2.). The result will be the IOC rate mileage(s).

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#### 4. INTEROFFICE CHANNEL MILEAGE MEASUREMENT

- 4.1 General (Cont'd)
- 4.1.2 Calculation of Airline Mileage

Airline mileage between V&H coordinates is calculated as set forth in Tariff FCC No. 10. Following is an example of how mileage is calculated in accordance with those regulations.

A. After determining the V&H coordinates of the AT&T central offices for a private line service as described in G4.1.1. preceding, calculate the mileage between the V&H coordinates as follows:

1.	Example:	Louisville	(V)	6528	(H)	2773
	-	Owensboro	(V)	6731	(H)	2927

2. Obtain the difference between the V coordinates. Then obtain the difference between the H coordinates. (The difference is always obtained by subtracting the smaller coordinate from the larger.)

	<u>v</u>	<u>H</u>
	6731	2928
	- <u>6528</u>	- <u>2773</u>
Differen <b>ce</b>	203	155

3. Square each difference.

 $203 \times 203 = 41,209$ 

 $155 \times 155 = 24,025$ 

4. Add the squares of the two differences.

41,209 + 24,025 = 65,234

5. Divide the sum of the squares by 10. (Round any fraction obtained to the next higher whole number.)

65,234/10 = 6,523.4 Rounded = 6,524

6. Take the square root of the result obtained in 5. The result is the airline miles of the IOC. (Any fractional miles are rounded to the next higher whole number.)

Square root of 6,524 = 80.76 IOC airline mileage (Rounded) = 81 miles

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#### INTEROFFICE CHANNEL MILEAGE MEASUREMENT

4.2 Two-Point Mileage Measurement

> The rate mileage for the IOC on a two-point private line service is the airline distance measured between two AT&T central offices.

4.3 Multipoint Mileage Measurement

> The rate mileage for the IOC(s) on a private line service with three or more AT&T central offices is the combination of the individual airline mileages measured between each pair of AT&T central offices which produces the lowest total mileage charge when all of the AT&T central offices are connected together.

As an example, for a three-point private line service involving Owensboro, Winchester and Louisville, the combination of mileages for Owensboro to Louisville and Louisville to Winchester produces the lowest total mileage charge. Therefore, the private line service would be priced in that manner. The charges for the airline mileages between each pair of AT&T central offices are calculated separately and then summed. The actual routing of the private line service may vary from the priced configuration.

Exceptions to this method of measurement may apply in those cases when the customer specifies the sequence in which the IOCs are connected (see Exceptions to Interoffice Channel Mileage Measurements, Section G4.4.).

Exceptions to Interoffice Channel Mileage Measurements 4.4

> In certain cases there are exceptions to the way IOC mileage measurements are determined. This section describes those exceptions.

4.4.1

Customer Specifies the IOC Routing of a Multipoint Service

This exception applies to multipoint services where the AT&T central offices or customer terminations are connected together in the sequence specified by the customer.

The total rate mileage is the combination of individual twopoint airline distances measured between the AT&T central offices based on the sequence requested by the customer.

If, for example, a customer specified that a three-point private line service involving Winchester, Louisville, and Owensboro be routed from Winchester to Owensboro and from Owensboro to Louisville, the service would be physically routed in the sequence requested by the customer and proved SENER OF CONSIGNATION according to that routing. OF KENTUCKY

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5. RESERVED FOR FUTURE USE

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BY: Leslie Buford-Tariff Administrator

SECTION 6 ORIGINAL PAGE 1

#### 6. SPECIAL ARRANGEMENTS

### 6.1 Promotional Offerings

### 6.1.1 General

A Promotional offering is a special arrangement presented to prospective and/or existing customers as an inducement to use a Company service. The offering will be limited to certain dates, times and/or locations.

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#### AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC KENTUCKY PRIVATE LINE SERVICES TARIFF-SCHEDULE 9 ISSUED: June 25, 2003 EFFECTIVE: June 26, 2003 BY: Leslie Buford-Tariff Administrator CANCELS ORIGINAL PAGE 1

## 7. ACCUNET T1.5 SERVICE-INTEROFFICE

### 7.1 General

An ACCUNET T1.5 Service provides for the transmission of 1.544 Mbps digital signals over terrestrial channels.

An ACCUNET T1.5 Service uses one of two types of framed DS1 signal formats, D4 or ESF. Customers are required to select either D4 format or where available, the Extended Superframe (ESF). The D4 format is described in Technical Publication-PUB 62411 and ESF is described in Technical Publication-PUB 54016 (see Technical Publication Information, Preface).

7.1.1 Description

ACCUNET T1.5 SERVICES are configured by furnishing office functions or by combining components to connect two AT&T central offices. AT&T central offices may be within the same LATA or may be located in different LATAs. ACCUNET T1.5 SERVICES are furnished on a two-point basis only. ACC Business, a non-AT&T branded division, is introducing intrastate private line products. All terms and conditions, rates and charges are identical to the existing AT&T ACCUNET<sup>®</sup> T1.5 Service offered in this tariff.

7.1.2 Signals at the Central Office Connection

All signals generated by Local Channels or other access and presented to the central office connection at an AT&T central office must meet certain signal and format constraints. Some of these constraints are listed below. Additional details are set forth in Sections 5 through 8 of Technical Publication-PUB 62411 (see Technical Publication Information, Preface).

A. Signal and Format Constraints for Framed DS1 Signals

Data Rate: 1.544 Mbps +/- 75 bps.

Consecutive Zeros: No more than 15 consecutive zeros may be generated.

F Bit Position: This framing constraint requires the use of every 193rd bit position for framing, error detection, signaling, and the transmission of other network control information.

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#### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

- 7.1 General (Cont'd)
- 7.1.3 Regulations

In addition to the Regulations in Section 2, preceding, the following apply.

- A. Availability of an ACCUNET T1.5 Service ACCUNET T1.5 Services are available from the AT&T central offices listed in Tariff FCC No. 10. ACCUNET T1.5 Services may not be available in every LATA.
- B. Credit Allowances for Interruptions For purposes of determining credit allowances in accordance with the regulations in 2.6 preceding, an ACCUNET T1.5 Service is considered to be interrupted when:

there has been a loss of continuity, or

300 or more seconds of transmission containing errors occur in a 15-minute period.

C. Connection of Other Access - Access other than that furnished under Section 6 of Private Line Services Tariff-Schedule 11, may be connected to an ACCUNET T1.5 Service. If the connection provides the capability to transmit signals with encoded analog content via the ACCUNET T1.5 Service to the telecommunications network, it must comply with the minimum protection criteria specified for a Voice Grade Service (see Minimum Protection Criteria, Section 10).

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### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

#### 7.1 General (Cont'd)

### 7.1.3 Regulations (Cont'd)

#### D. Installation Charge Waiver

Installation charges will be waived for the Access Connection, Function Connection, M24 Multiplexing Office Function, and the Local Channel and Access Coordination Function (as provided in Section 6 of Private Line Services Tariff-Schedule 11) for Customers who order new Terrestrial 1.544 Mbps Local Channel Services with ICC, used in conjunction with T1.5 Local Channel Services.

In order for a Customer to qualify for the waived installation charges when ordering a new Terrestrial 1.544 Mbps Local Channel Service, the Terrestrial 1.544 Local Channel Service must be ordered with a Terrestrial 1.544 LOC or must be connected through the M24 multiplexing office function to a minimum of one new ASDS LOC at speeds of 128 kbps and above or to a minimum of two new ASDS LOCs at speeds of between 56kbps and 64 kbps and the LOCs must be ordered simultaneously with the new Terrestrial 1.544 Mbps Local Channel Service.

Excluded from the installation charge waiver are:

Replacement of existing service with a service of the same type and speed; and

Additions to and/or rearrangements to existing services.

A Customer who discontinues service prior to 12 full months will be billed for the waived charges.

However, a Customer may discontinue service without liability for waived charges to: (1) replace a service with Regional Frame Relay Service as provided in Section 12 of Private Line Services Tariff-Schedule 11, (2) replace a Voice Grade Local Channel Service with a digital service or (3) replace a digital service with a new digital service of a higher speed.

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#### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

#### 7.1 General (Cont'd)

7.1.4 M ni mum Payment Period

Except as noted in 7.1.7. following, the minimum payment period for all ACCUNET T1.5 Service components is one month.

The minimum payment period for components furnished under an optional three-year or five-year fixed rate plan depends upon the conditions under which the customer discontinues service. (See 7.1.7 following.)

#### 7.1.5 Notice of Discontinuance

The notice of discontinuance for all IOC components of an ACCUNET T1.5 Service is 30 calendar days. Recurring charges apply for a period of 30 calendar days from the date AT&T receives the discontinuance notice or until the requested discontinuance date, whichever is later. During this period, the charges will continue to apply whether or not the customer continues to use the service. For purposes of calculating the discontinuance charges for customers subscribing to a fixed rate plan, the customer's current fixed rate will apply until the expiration date of the fixed rate plan and conventional monthly rates will apply thereafter.

7.1.6 Cancellation Charge

As specified in Section 2 preceding, a cancellation charge will apply, per component, for service orders canceled by the customer on or after the SID.

The Cancellation Charge Schedule for ACCUNET T1.5 is as specified in the Price List.

The applicable charge is based on the last scheduled critical date reached in the service order process. For example, for an order involving an LOC and two COs that is canceled after the SLD but prior to the DLRD, cancellation charges listed under the "SLD" column for the LOC and each of the two COs apply.

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### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

- 7.1 General (Cont'd)
- 7.1.7 Fixed Rate ICC Plans

One-, two-, three-, four-, and five-year fixed rate plans are available as alternatives to conventional monthly rates for the ICC component of ACCUNET T1.5 Service. With the discounted fixed rate plan, the percentage discount off the rates under the monthly rate plan will be fixed throughout the commitment period.

- A. Discontinuance of a Fixed Rate ICC Plan Without Liability The customer may discontinue an ACCUNET T1.5 ICC furnished under a fixed rate plan prior to the expiration of the applicable term without liability under any of the following conditions:
- 1. If tariff revisions increase the applicable rate before the applicable term expires, the customer must notify AT&T in writing within 60 days of the effective date of the tariff revision of their intent to discontinue the fixed rate plan.
- 2. If the customer enters a new agreement before the applicable term expires and the expiration date of the new plan is on or after the expiration date of the unexpired term
- 3. The customer enters into a replacement plan for other AT&T services which has an equal or greater revenue commitment, provided the expiration date of the new plan is on or after the expiration date of the unexpired plan.
- B. Discontinuance of a Fixed Rate ICC Plan with Liability -Discontinuance of a service furnished under a fixed rate plan for reasons other than stated in 7.1.7.A. above, prior to the expiration of the applicable term, will result in customer liability as specified below.
  - For service discontinued prior to the completion of the first year of service, the customer is liable for 100 percent of the total monthly charges for the unexpired portion of the first year of service plus 50 percent of the total monthly charges for the remaining portion of the applicable term

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#### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

#### 7.1 General (Cont'd)

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7.1.7 Fixed Rate ICC Plans (Cont'd)

B. Discontinuance of a Fixed Rate ICC Plan with Liability (Cont'd)

2. For service discontinued after the completion of the first year of service and more than 30 calendar days prior to the expiration date of the fixed rate plan, the customer is liable for 50 percent of the total monthly charges for the unexpired portion of the applicable term For service discontinued within 30 calendar days of the expiration date of the fixed rate plan, Notice of Discontinuance provisions as specified in 7.1.5 preceding apply.

Payment of the total amounts owed by the customer under this regulation are due within thirty days of the date service is discontinued.

Expiration and Renewal of a Fixed Rate IOC Plan - Upon expiration of a fixed rate plan the customer has the option to obtain the same IOC under a new fixed rate plan or to obtain service under the monthly rate plan.

The customer may renew service under a new fixed rate plan by notifying AT&T in writing anytime prior to the expiration of the current fixed rate plan.

To continue the same service under monthly rates, no action is required on the part of the customer. Upon expiration of a fixed rate plan, and unless notification to the contrary is received, the customer's service will automatically be continued at rates specified under the monthly rate plan in effect at that time. In this case, the customer will be considered to have satisfied the one-month minimum period.

Notice of Discontinuance provisions, as specified in 7.1.5 preceding, apply if the customer elects not to renew service.

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#### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

7.2 Service Components and Rates

The components of an ACCUNET T1.5 Service are:

7.2.1 Interoffice Channel

An interoffice channel is a channel between two AT&T central offices.

A. Rates - The monthly charge is mileage sensitive and includes two rates. A fixed rate applies to the channel itself, and a mileage rate applies to each airline mile (see Calculation of Charges, following).

Monthly fixed and per mile charges are as specified in the Price List.

Discounted Fixed Rate Plans

Discounted Fixed Rate Plans are available as alternatives conventional monthly rates.

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- 1 year 15% 2 year - 17% 3 year - 20% 4 year - 24% 5 year - 29%
- B. Calculation of Charges To calculate the monthly charge for each Interoffice Channel, first determine the airline mileage of the channel (see Calculation of Airline Mleage, Section G4.). Using the rate schedule, multiply the total calculated airline miles by the appropriate mileage rate. To this figure add the fixed rate shown for that airline mileage band. The sum of the mileage charge and the fixed charge is the total recurring monthly charge for the IOC.

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### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

#### 7.2 Service Components and Rates (Cont'd)

### 7.2.2 Office Connections

A. Access Connection - An access connection provides the function, at an AT&T central office, of connecting Local Channels, other access, or an AT&T enhanced service to an LCC, office function, another Local Channel, or other access. One access connection applies for each Local Channel, other access, or AT&T enhanced service connected.

Refer to Price List.

B. Function Connection - A function connection provides the function, at the AT&T central office, of connecting an office function to an ICC or another office function.

Refer to Price List.

7.2.3 Office Functions

A. Transfer Arrangement - This transfer arrangement enables a customer to transfer a DS1 channel terminated on a customer premises between two other DS1 channels, each terminated on a customer premises.

A central office connection is required for each ACCUNET T1.5 local channel or other access.

A key-activated control channel is required to operate the transfer arrangement. The control channel must be provided from the AT&T central office to the control location of the customer. The key and channel must be provided by the customer. The control channel will require a central office connection.

Refer to Price List.

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#### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

#### 7.2 Service Components and Rates (Cont'd)

7.2.3 Office Functions (Cont'd)

B. M-24 Multiplexing - The M-24 Multiplexing office function permits the derivation of up to 24 channels from an ACCUNET T1.5 Service.

The M 24 Multiplexing office function, when connected to an ACCUNET T1.5 Service and used in conjunction with an M 24 Multiplexing office function at another AT&T central office, or with compatible customer-provided multiplexing equipment located at a customer's premises, provides for the derivation of up to 24 channels at the AT&T central office(s). A nonrecurring office connection charge does apply to each derived channel ordered or rearranged subsequent to the initial installation of the M-24 Multiplexing office function. The nonrecurring office connection charges do not apply to any derived channels installed concurrently with the initial installation of the M-24 Multiplexing office function.

Voice grade channels derived at the central office may be connected to a switched or nonswitched voice grade service in the same or different wire center area. Digital channels derived at the central office may be connected to another digital service in the same AT&T central office. AT&T does not warrant the quality of transmission on every possible interconnection.

Customer-provided multiplexing used in conjunction with an M-24 Multiplexing office function must transmit a standard D-type formatted 1.544 Mbps signal as described in Technical Publication-PUB 43801 (see Technical Publication Information, Preface). The customer is responsible for furnishing the signaling for the derived voice grade applications at its premises. Signaling requirements for the digital channels are described in Technical Publication-PUB 41458 (see Technical Publication Information, Preface).

Refer to Price List.

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### 7. ACCUNET T1.5 SERVICE - INTEROFFICE

#### 7.2 Service Components and Rates (Cont'd)

#### 7.2.3 Office Functions (Cont'd)

C. \*M.44 Multiplexing - The M.44 Multiplexing office function permits signals from two ACCUNET T1.5 Service, each containing up to 22 voice grade signals, to be compressed onto a single ACCUNET T1.5 Service. It also expands such compressed signals back onto two 1.544 Mbps channels.

Technical parameters for the M-44 Multiplexing office function and for the 1.544 Mbps channel carrying the compressed signal are described in Technical Publication-PUB 54070 (see Technical Publication Information, Preface). The other 1.544 Mbps channels, carrying uncompressed signals, have standard D-type formatted 1.544 Mbps signals, as described in Technical Publication-PUB 43801 (see Technical Publication Information, Preface).

An ACCUNET T1.5 Service carrying a compressed signal can be expanded either by an M-44 Multiplexing office function at another AT&T central office or by a customer's premises equipment. Voice grade channels which are derived at an AT&T central office can be connected or extended as specified in B., preceding. A central office connection is required for each ACCUNET T1.5 Service connected to this office function.

Refer to Price List.

D. Access Protection Capability - This office function provides protection against failure of a local channel or other access. Protection is furnished through the use of a switching arrangement that automatically switches to a spare channel when the working channel fails. The spare channel is not included and must be ordered separately. This office function also requires compatible equipment to be provided by the customer at its premises.

Refer to Price List.

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### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

7.2 Service Components and Rates (Cont'd)

7.2.3 Office Functions (Cont'd)

E. DS1 Switch Port

This office function provides electronic cross connection of DSO Channels to provide Customer Controlled Reconfiguration as follows:

1. Customer Controlled Reconfiguration

Customer Controlled Reconfiguration permits the customer to electronically rearrange DSO channels between DS1 channels. This can be done between all of a customer's DS1 channels terminating in the same AT&T central office. Customer Controlled Reconfiguration requires one DS1 Switch Port for each of the office connections. In addition, Customer Controlled Reconfiguration requires customerprovided terminal equipment and private line service or a dial-up service to send the customer's instructions to the network control center. If the customer elects to use dial-up services to access the network control center, an AT&T 800 Service or its equivalent is required to provide secure dial-back capability. The network control center then automatically provides the customer with switching control and status reports.

An office connection is required for each DS1 channel connected to a DS1 Switch Port.

Customer Controlled Reconfiguration is also available for use with ACCUNET Spectrum of Digital Services.

Additional details are provided in Technical Publication-PUB 54015 (see Technical Publication Information, page 29).

Refer to Price List.

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### 7. ACCUNET T1.5 SERVI CE- I NTEROFFI CE

### 7.2 Service Components and Rates (Cont'd)

7.2.3 Office Functions (Cont'd)

F. Network Protection Capability (NPC)

This office function provides protection against failure for an Interoffice Channel (ICC). Protection is furnished through the use of a switching arrangement that automatically switches to a separately routed, terrestrial digital protection channel when the working channel fails. The protection channel and the switching arrangement are provided when NPC is ordered. When fiber optic facilities are not available for the entire ICC, terrestrial digital facilities may be used at the option of the customer.

NPC is offered where facilities are available. If NPC for the entire facility is not available when ordered, or becomes unavailable due to network rearrangements, NPC may, at the customer's request, be furnished on a partial basis. The customer will be advised before partial NPC is provided and may cancel or discontinue the NPC if partial NPC is not acceptable. No cancellation charge will apply if the facilities are not available or the customer does not except the partial NPC.

Refer to Price List.

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### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

- 7.2 Service Components and Rates (Cont'd)
- 7.2.4 Channel Options

Channel options are features added to a channel to change or augment its transmission characteristics.

Enhanced Diversity Routing - Under this option, two or more ACCUNET Α. T1.5 LCCs are furnished entirely over physically and electrically separated transmission paths, such that a failure at one geographic location will not cause the loss of both paths. The Enhanced Diversity Routing (EDR) is offered where separate facilities are available, subject to routing or performance constraints resulting from the diverse routing and made known to the customer prior to ordering. If complete EDR is not available when ordered, or if it becomes unavailable at a later date due to network rearrangements, EDR may be furnished on a partial basis only at the Customer's request. The customer will be advised before partial EDR is provided and may cancel or discontinue the EDR option if the partial EDR is not acceptable. No cancellation charge will apply if the facilities are not available or the customer does not accept the When EDR is ordered, an installation charge and a partial EDR. monthly charge apply for each ICC in an ICC relationship pair on which EDR is provided, i.e., ICC No. 1 is diverse from ICC No. 2.

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### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

### 7.2 Service Components and Rates (Cont'd)

### 7.2.4 Channel Options (Cont'd)

A. Example 1: The customer has four IOCs and specifies that IOC No. 1 and IOC No. 2 be diversely routed. The relationship pair is 1 & 2. Two EDR monthly and installation charges apply, one for each IOC in the relationship pair. EDR charges will not apply to IOC Nos. 3 and 4.

Example 2: The customer has four IOCs and specifies that IOC Nos. 1 and 2 be diversely routed from IOC Nos. 3 and 4. The IOC relationship pairs are 1 & 3, 2 & 4, 1 & 4, 2 & 3. Eight EDR monthly and installation charges apply, one for each IOC in the relationship pair.

Example 3: The customer has three IOCs and specifies that each of the IOCs be diversely routed. The IOC relationship pairs are 1 & 2, 1 & 3, 2 & 3. Six EDR monthly and installation charges apply, one for each IOC in the relationship pair.

Example 4: The customer has two ICCs and specifies that ICC No. 1 be diversely routed from ICC No. 2. Central Office B is the only T1.5 POP in the LATA; customer requests partial enhanced diversity routing. The ICC relationship pair is 1 & 2. Two EDR monthly and installation charges apply, one for each ICC in the relationship pair.

Rates are as specified in the Price List.

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### 7. ACCUNET T1.5 SERVICE-INTEROFFICE

#### 7.2 Service Components and Rates (Cont'd)

7.2.4 Channel Options (Cont'd)

B. Clear Channel Capability

This option provides a customer with the capability to transmit DSO (64 kbps) or DS1 (1.544 Mbps) signals with more than 15 consecutive zeros in a transmission. B8ZS (bipolar eight zero substitution) is the only coding technique acceptable for use with ACCUNET T1.5 Service to provide 64 kbps clear channel capability. B8ZS coding is described in Technical Publication-PUB 62411.

Compatible customer premises equipment is required with this option. This equipment must be capable of transmitting and receiving B8ZS coding and must conform to extended superframe format. Extended superframe format is described in Technical Publication-PUB 54016.

An order for the Clear Channel Capability option must be placed coincidentally with the customer's order for an ACCUNET T1.5 LOC, though this option may not be available at all AT&T central offices. There is no charge for this option.

If a customer wants this option for an existing ACCUNET T1.5 IOC, nonrecurring charges will be waived until July 1, 1993. (USOC: CHFCC)

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