



Tim Judge

AT&T Services, Inc.  
101 W. High St.  
Jefferson City, MO 63379  
573-638-0261 Phone  
573-636-3522 Fax  
Timothy.judge@att.com

April 1, 2014

Secretary of the Commission  
Missouri Public Service Commission  
200 Madison Street Suite 500  
Jefferson City, MO 65102-0360

Re: Notice of Election and Withdrawal of Southwestern Bell Telephone Company d/b/a/ AT&T Missouri Tariffs Pursuant to §392.461, RSMo, enacted by House Bill No. 338

Dear Secretary of the Commission:

As a result of recent changes in state law governing the regulation of telecommunications services in Missouri, §392.461, RSMo was enacted on August 28, 2011 by House Bill No. 338. Section 392.461 allows telecommunications companies, upon notice to the Missouri Public Service Commission (“Commission”), to elect to be exempt from the requirement that they offer retail services to residential or business end users only through tariff, and to withdraw such tariffs. However, the law requires electing companies to publish generally available retail prices on a website.

Southwestern Bell Telephone Company, d/b/a/ AT&T Missouri (“the Company”) hereby gives the Commission notice of its election to be exempt from tariff filing requirements, and of its intent to withdraw, the below-listed tariff.

- **Advanced Services Tariff** **P.S.C. Mo. - No. 45**

This Notice of Election and Withdrawal shall become effective May 1, 2014. The Company will make available its rates, charges, terms and conditions for the above-referenced retail telecommunications services on its website at [www.att.com/servicepublications](http://www.att.com/servicepublications).

Please refer any questions on this matter to me on 573-638-0261.

Very truly yours,

/s/ Timothy Judge

I certify that a copy of the foregoing, including attachments, is being sent via e-mail to the Office of Public Counsel at [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov) this 1st day of April 2014.

Timothy Judge

**P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF**

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Application of Tariff  
Original Sheet 1

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**ADVANCED SERVICES TARIFF**

**PSC Mo. No. 45**

Southwestern Bell Telephone Company  
d/b/a AT&T Missouri

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Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

**FILED**  
Missouri Public  
Service Commission  
JI-2012-0238

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

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**TABLE OF CONTENTS**

**Section 1 – Advanced Services**

PremierSERV<sup>SM</sup> Asynchronous Transfer Mode  
PremierSERV<sup>SM</sup> Frame Relay Services

Effective September 30, 2011, services contained within this Section of the tariff are obsolete and no longer available for new subscribers.

**Section 2 - Advanced Services (Vintage I)**

Frame Relay Digital Service  
Broadcast Educational Videoconferencing Service

Effective April 1, 2004 (for Broadband Educational Videoconferencing Service) and November 1, 2004 (for Frame Relay Digital Service), services contained within this Section of the tariff are obsolete and no longer available for new subscribers.

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Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

**FILED**  
Missouri Public  
Service Commission  
JI-2012-0238

P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Section 1  
1st Revised Sheet 1  
Replacing Original Sheet 1

**Southwestern Bell Telephone Company**  
**d/b/a AT&T Missouri (1)**

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof

Effective September 30, 2011, PremierSERV<sup>sm</sup> Asynchronous Transfer Mode (ATM) and PremierSERV<sup>sm</sup> Frame Relay services defined in this Tariff will no longer be available to new customers. Existing term plan customers of PremierSERV Frame Relay Service and PremierSERV ATM Service may add, move, remove or change lines and/or locations for the duration of their current term plan agreement, but may not enter into any new term plan agreements except a new 12 month term for service additions as permitted above. The Company will support one extension of an existing non-expired term plan agreement (other than a new term plan for service additions as provided above) past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013 and the extension period expires no later than June 30, 2014. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis at the same rates in effect for such service immediately prior to such expiration, until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company. During such month-to-month period, the Company may change the rates, terms and conditions applicable to the customer's service upon at least 30 days written notice to the customer. Effective September 30, 2011, early termination charges shall not apply to any PremierSERV Asynchronous Transfer Mode (ATM) and PremierSERV Frame Relay services defined in this tariff.

(CP)

(CP)

- (1) Services provided in this Section of the tariff were formerly provided by AT&T Corp., d/b/a AT&T Advanced Solutions under the Missouri P.S.C. No. 3 Tariff. These services are obsolete and are only available to customers who subscribed to them prior to September 30, 2011.

Issued: April 25, 2012

Effective: May 25, 2012

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri  
FILED  
Missouri Public  
Service Commission  
JI-2012-0617

**Southwestern Bell Telephone Company**  
**d/b/a AT&T Missouri (1)**

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof

Effective September 30, 2011, PremierSERV<sup>sm</sup> Asynchronous Transfer Mode (ATM) and PremierSERV<sup>sm</sup> Frame Relay services defined in this Tariff will no longer be available to new customers. Existing term plan customers of PremierSERV Frame Relay Service and PremierSERV ATM Service may add, move, remove or change lines and/or locations for the duration of their current term plan agreement, but may not enter into any new term plan agreements. The Company will support one extension of an existing non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company.

- (1) Services provided in this Section of the tariff were formerly provided by AT&T Corp., d/b/a AT&T Advanced Solutions under the Missouri P.S.C. No. 3 Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to September 30, 2011.

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**COMMISSION RULES AND STATE STATUTE WAIVERS**

AT&T Missouri is waiving the application and enforcement of the following Commission rules and state statutes:

- Rule 3.550, sections (4) and (5)(A)
- Rule 32.060
- Rule 32.070
- Rule 32.080
- Rule 33.040, sections (1) through (3) and sections (5) through (10)
- Rule 33.045
- Rule 33.080, section (1)
- Rule 33.130, sections (1), (4) and (5)
- Section 392.210, subsection 2, RSMo.
- Section 392.240, subsection 1, RSMo.
- Section 392.270, RSMo.
- Section 392.280, RSMo.
- Section 392.290, RSMo.
- Section 392.300, RSMo.
- Section 392.310, RSMo.
- Section 392.320, RSMo.
- Section 392.330, RSMo.
- Section 392.340, RSMo.

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P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

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**TARIFF USER'S GUIDE**

**Page Numbering** – Page numbers appear in the upper right corner of each page. Pages are numbered sequentially. New pages added between existing pages already in effect will have a decimal. For example, new pages added between pages 10 and 11 would be 10.1, 10.2, etc.

**Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 2<sup>nd</sup> Revised Page 10 cancels and replaces the 1<sup>st</sup> Revised Page 10.

**Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

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2.1.1.A.1.(a).I  
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**P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF**

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Section 1  
Original Sheet 6

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**CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS**

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

**FILED**  
Missouri Public  
Service Commission  
JI-2012-0238

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**EXPLANATION OF SYMBOLS**

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below:

- (AT) Addition to text
- (C) Correction
- (CP) Change in practice
- (CR) Change in rate
- (CT) Change in text
- (DR) Discontinued rate
- (FC) Change in format lettering or numbering
- (MT) Moved text
- (NR) New rate
- (RT) Removal of text

**P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF**

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Section 1  
Original Sheet 8

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**REFERENCE TO OTHER TARIFFS**

No References to Other Tariffs

**REFERENCE TO OTHER PUBLICATIONS**

No References to Other Publications

**SERVICE MARKS**

The following marks, to the extent any are used throughout this Tariff, are designated below:

Service Marks used under license/permission from SBC Properties, L.P.

PremierSERV<sup>SM</sup>

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Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

**FILED**  
Missouri Public  
Service Commission  
JI-2012-0238

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**DEFINITION OF TERMS AND ABBREVIATIONS**

The following are definitions of generally used terms in this Tariff.

**CLEC** – Competitive Local Exchange Carrier

**COMMITTED INFORMATION RATE** – The bit rate that the network commits to transfer data under normal conditions. Each PVC is assigned a committed information rate (CIR).

**COMPANY** – AT&T Missouri

**CUSTOMER** – Any person, firm, partnership, corporation or other entity who subscribes to Service under the terms and conditions of this Tariff.

**CUSTOMER DESIGNATED PREMISES** – A physical location where Company's facilities terminate to the Customer equipment or facilities.

**END USER** – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others.

**ILEC** – Incumbent Local Exchange Carrier

**IXC** – Interexchange Carrier

**LOGICAL CONNECTION** – Provides end-to-end information transfer capability from one port to another.

**PERMANENT VIRTUAL CONNECTION** – Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route. The PVC defines the logical path from the Customer's premises through Company's ATM network to the desired destination, typically another Customer premises location. The PVC is established with the Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.

**VIRTUAL SESSION** – The active communications path between Company's ATM network and End User premises.

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**APPLICATION OF TARIFF**

1. APPLICATION OF TARIFF

This Tariff contains the regulations, rates and charges where applicable, to the provision of intrastate advanced telecommunications Services ("Services") by AT&T Missouri between domestic points within the State of Missouri, subject to the jurisdiction of the Commission.

This Tariff is available for public inspection during normal business hours at the Missouri Public Service Commission located at 200 Madison St., Suite 100, Jefferson City, MO 65101.

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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

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**REGULATIONS**

2.1 Undertaking of Company

- 2.1.1 Service is furnished for intrastate advanced telecommunications Services originating or terminating at specified points within the state.
- 2.1.2 Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Tariff.
- 2.1.3 Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.
- 2.1.4 Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other Service providers, such as ILECs, IXC's and CLECs, necessary to complete provision or maintenance of a Service offered in this Tariff to Customer's designated premises. This does not include charges incurred by Company from other Service providers to provide Services to Customer on an expedited basis.
- 2.1.5 Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other Service providers, such as ILECs, IXC's and CLECs, if Customer cancels an order prior to the Company committed Service date.
- 2.1.6 Services are provided 24 hours daily, seven days per week except as set forth in other paragraphs of this Tariff.
- 2.1.7 Company shall be responsible for the installation, operation and maintenance of the Services under this Tariff.
- 2.1.8 Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services provided under this Tariff. Invasive testing may result in interruptions of Service.
- 2.1.9 Facilities utilized by Company to provide Service under the provisions of this Tariff shall remain the property of the Company.
- 2.1.10 Company does not warrant that its facilities and Services meet standards other than those set forth in this Tariff, specifically referenced industry standards or in network change notifications issued in compliance with applicable Rules and Regulations.

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**REGULATIONS (Cont'd)**

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff. Service may not be available in some locations or in some areas.
- 2.2.2 Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff or for nonpayment by Customer.
- 2.2.3 Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4 Customer may not use Services contained herein for any unlawful purpose, however, Company is in no way obligated to monitor or police such activity.
- 2.2.5 Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

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**REGULATIONS (Cont'd)**

2.3 Limitations of Liability

- 2.3.1 Company warrants that the Service will be installed and maintained in good working order and that the Service will perform substantially in accordance with the requirements of this Tariff.
- 2.3.2 Company's warranty does not cover repairs for damages caused by any negligence, gross negligence, or intentional acts or omissions of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the Service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 2.3.3 Company's sole liability, whether in contract or in tort (including negligence, gross negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the Service ("Service Interruption") of any kind including, but not limited to, Service Interruption alleged to be caused by defective customer-owned or provided equipment or customer premises equipment ("Customer Equipment"), even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the Service was affected.
- 2.3.4 In no event will Company be liable to Customer, under any circumstances, for indirect, incidental, special or consequential damages of any kind whatsoever including, but not limited to, lost profits, lost revenue, failure to realize expected savings and loss of data, regardless of the form of action and whether or not such damages are foreseeable.
- 2.3.5 Company shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.
- 2.3.6 Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and hold harmless Company from any third-party claims asserting such liability.
- 2.3.7 Company shall not be liable for any damages Customer may incur as a result of the unauthorized use of the Services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the Services provided by Company.
- 2.3.8 Company shall not be liable for temporary interruptions of Service that may occur as normal events in the provision of Service. Company has no control over third party networks accessed in the course of Customer's use of Service, therefore, Company shall not be liable for any delays and disruption caused by other network transmissions beyond Company's control.

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**REGULATIONS (Cont'd)**

2.4 Force Majeure

Company will not be liable for any loss or damage resulting from any cause beyond Company's reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by Customer, Customer Equipment or Customer Service or equipment vendors or any other cause beyond Company's.

On the occurrence of any such event and to the extent such occurrence interferes with Company's obligation under this tariff, Company will be excused from such obligations during the period of such interference, provided that Company uses all reasonable efforts available to Company to avoid or remove such causes of inability to meet such obligation.

2.5 Law Enforcement and Civil Process

2.5.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When Company receives a request associated with the Customer, Company will comply with any valid request to the extent Company is able to do so. If such compliance requires the assistance of Company, such assistance will be provided.

2.5.2 Subpoenas. If Company receives a subpoena for information concerning an End User Company knows to be Customer's End User, Company will refer the subpoena to the requesting entity indicating that Customer is the responsible company. Provided, however, if the subpoena requests records for a period of time during which Company was the End User's Service provider, Company will respond to any valid request to the extent Company is able to do so. If response requires the assistance of Customer, such assistance shall be provided by Customer.

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**REGULATIONS (Cont'd)**

2.6 Provision of Services

- 2.6.1 Company will provide to the Customer the Services offered in this Tariff at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort.
- 2.6.2 The Services provided under this Tariff are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Special construction is required if 1) facilities or equipment are not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.

Special construction charges will be developed based on estimated costs.

Written Customer approval and prepayment of all special construction charges must be provided to Company prior to start of construction. In the event the special construction charges are not acceptable to Customer and Customer refuses to pay those charges, Customer or Company can elect to terminate the request for service without penalty.

- 2.6.3 Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

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**REGULATIONS (Cont'd)**

2.7 Operation and Maintenance

2.7.1 Maintenance of Service

Company shall maintain the Services provided under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Company, other than by connection or disconnection to any interface means used, except with the written consent of Company.

Company reserves the right to temporarily suspend Service to allow for maintenance.

2.7.2 Availability of Testing

The Services provided under this Tariff shall be available to Company at times agreed upon in order to permit Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.7.3 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Company and associated with the facilities utilized to provide Services under this Tariff shall not interfere with or impair Service over any facilities of Company, its affiliated companies or its connecting or concurring carriers involved in its Services, cause any damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Company's right to temporarily discontinue forthwith the use of a Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. In such case the condition is not promptly or adequately corrected, Company shall immediately discontinue Service.

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**REGULATIONS (Cont'd)**

2.8 Refusal and Discontinuance of Service

2.8.1 Company may refuse additional applications for Service or discontinue the provision of Services as set forth below if a Customer fails to comply with the terms of the Tariff contained herein ("Non-complying Customer").

On thirty (30) calendar days written notice to the person designated by that Customer to receive such notices of noncompliance, Company may:

2.8.1.A Refuse additional applications for Service and/or refuse to complete any pending orders for Service by the Non-complying Customer at anytime thereafter. If Company does not refuse additional applications for Service on the date specified in the thirty (30) calendar days' notice, and the Customer's noncompliance continues, nothing contained here shall preclude Company's right to refuse additional applications for Service to the Non-complying Customer without further notice; or

2.8.1.B Discontinue the provision of the Services to the Non-complying Customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Company does not discontinue the provision of Services involved on the date specified in the thirty (30) calendar days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Company's right to discontinue the provision of the Services to the Non-complying Customer without further notice.

2.8.2 When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer. Where the companies affected by the Non-complying Customer are incapable of effecting discontinuance of Service without cooperation from the other joint providers of the Service, such other companies will, if technically feasible, assist in denying the joint Service to the Non-complying Customer. Service denial for such joint Service will only include transmission, which originate or terminate within or transit, the operating territory of the companies initiating the Service denial for the Non-complying Customer. When more than one of the joint Service providers must deny Service to effectuate termination for noncompliance, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulation of the company where the Customers end office is located shall prevail for joint Service discontinuance provisions.

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**REGULATIONS (Cont'd)**

2.9 Use of Service

2.9.1 Assignment and Transfer of Facilities

2.9.1.A The Customer may not assign, or transfer (e.g. through mergers, acquisitions, consolidations, etc.) the use of Services provided under this Tariff except, where there is no interruption of use or relocation of the Services, such assignment or transfer may be made to:

1. Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period or Term Pricing Plan (TPP), the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or,
2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period or TPP, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.

2.9.1.B In all cases of assignment or transfer, the written acknowledgement of Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) calendar days from the receipt of notification. The assignee or transferee (new Customer) shall provide to Company the written release of the use of such Services from the assignor or transferor (former Customer). All regulation, conditions and applicable charges, as set forth in this Tariff, shall apply to such assignee or transferee.

2.9.1.C The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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**REGULATIONS (Cont'd)**

2.9 Use of Service (Cont'd)

2.9.2 Unlawful and Abusive Use

2.9.2.A The Services provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:

1. The use of the Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,
2. The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more Customers.

2.9.2.B Company shall, upon written request from a Customer, another telecommunications company or lawful authority, terminate Service to any subscriber or Customer identified as having utilized Service provided under this Tariff in the completion of abusive or unlawful transmissions.

2.9.2.C In such instances when termination occurs, Company shall be indemnified, defended and held harmless by the Customer or any other telecommunications company or party against any claim, loss or damage arising from Company's actions in terminating such Service, unless caused by the negligence of Company.

2.10 Obligations of Customer

2.10.1 Equipment, Space and Power

The Customer shall furnish, or arrange to have furnished, to Company, at no charge, an environment conducive to the operations of equipment, as well as the space and electrical power required by Company to provide Services under this Tariff at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that Company may have access to such spaces at reasonable times for installing, testing, repairing or removing Services of Company.

2.10.2 References to Company

The Customer may advise End Users that certain Services are provided by Company in connection with the Service the Customer provides to End Users. However, the Customer shall not represent that Company jointly participates in the Customer's Services. Customer may not use any logo, trademark or other intellectual property right of Company without prior written permission.

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**REGULATIONS (Cont'd)**

2.10 Obligations of Customer (Cont'd)

2.10.3 Damages

The Customer shall reimburse Company for damages to Company facilities utilized to provide Services under this Tariff caused by the negligence, gross negligence or intentional act or omission of the Customer or resulting from the Customer's improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for the actions of another Customer. Upon reimbursement for damages, Company will cooperate with the Customer in prosecuting a claim against the person causing such damage. The Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

2.10.4 Claims and Demands for Damages

2.10.4.A With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and hold harmless Company from and against all claims arising out of combining with, or use in connection with, the Services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.

2.10.4.B The Customer shall defend, indemnify and hold harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to Company's Services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the Customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the Services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

2.10.5 Certification of Service as Intrastate

By ordering Services contained herein, Customer certifies Service will be used solely and exclusively for traffic that is intrastate in nature or for jurisdictionally mixed traffic which contains 10% or less interstate traffic.

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**REGULATIONS (Cont'd)**

2.11 Billing and Payment

- 2.11.1 Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in this tariff. Charges will commence on the date Service is made available by Company under this tariff and will continue through the date Service is disconnected.
- 2.11.2 Charges are due on the date specified on the bill ("Payment Date").
- 2.11.3 Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law.
- 2.11.4 Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.11.5 If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.
- 2.11.6 If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.
- 2.11.7 The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

2.12 Deposits, Advance Payments and Adjustments

- 2.12.1 Company or its agent may require a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. Company shall pay interest on deposits pursuant to any applicable rules and regulations.
- 2.12.2 The fact that a security deposit has been made in no way relieves Customer from prompt payment of bills upon presentation.
- 2.12.3 Company may require or receive advance payment from Customer for purposes including, but not limited to, security deposit and prepayment of Service.
- 2.12.4 Company reserves the right to issue credits and adjustments to Customer.

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**REGULATIONS (Cont'd)**

2.13 Taxes, Regulatory and Funding Assessments and Contributions

2.13.1 With respect to any purchase of Service under this tariff, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from Customer by Company, then (i) Company will bill, as a separately stated item, Customer for such Tax, (ii) Customer will timely remit such Tax to Company, and (iii) Company will remit such collected Tax to the applicable taxing authority, to the extent applicable.

With respect to contributions to funds created in Missouri applicable to Company's services, Company shall solicit, collect and remit funds in accordance with applicable laws and regulations.

2.13.2 If Company does not collect a Tax because Customer asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, which is later determined by formal action to be wrong then, as between Company and Customer, Customer will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

2.13.3 If Company or Customer is audited by a taxing authority or other governmental entity both Company and Customer agree to reasonably cooperate with the other being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

2.13.4 If applicable law excludes or exempts a purchase of Services under this Tariff from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to paragraph 2.13.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

2.13.5 If applicable law excludes or exempts a purchase of Services under this tariff from a Tax, but does not also provide an exemption procedure, then Company will not collect such Tax if Customer (i) furnishes Company with a letter signed by an officer of customer claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Company with an indemnification agreement, reasonably acceptable to Company, which holds Company harmless on an after-tax basis with respect to forbearing to collect such Tax.

2.13.6 With respect to any Tax or Tax controversy covered by this paragraph, Customer will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. Customer will be entitled to the benefit of any refund or recovery resulting from such a contest.

2.13.7 Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of Customer to pay any Tax. Nothing shall prevent the Company from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills Customer for such Tax or (2) it collects the Tax from Customer. Notwithstanding anything in this tariff to the contrary, Customer shall be liable for and Company may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

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**REGULATIONS (Cont'd)**

2.13 Taxes, Regulatory and Funding Assessments and Contributions (Cont'd)

2.13.1 General (Cont'd)

2.13.8 Missouri Universal Service Fund

The Company will place on each retail end-user Customer's bill a surcharge equal to the Missouri Universal Service Fund percentage assessment as ordered by the Commission. The surcharge will appear as a separate line item and will be calculated by applying the percentage ordered by the Commission to the total of each Customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

2.14 Customer Equipment

Service may be used with or terminated in Customer Equipment. Such Customer Equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of Service, including but not limited to Customer Equipment, wiring, electrical power, and personnel. When such Customer Equipment is used, it must be compatible with Company equipment and standards used to provide Service, and shall in all respects comply with the minimum protective standards of Company.

2.15 Interconnection

Service furnished by Company may be connected with the Services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

2.16 Inspection, Testing and Adjustments

2.16.1 Company may make such tests and inspection as may be necessary to determine whether Tariff requirements are being complied with in the installation, operation and maintenance of Customer Equipment or Company's equipment. Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.16.2 The facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.

2.16.3 Company shall not be liable to Customer for any damages for Service Interruption pursuant to this paragraph.

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**REGULATIONS (Cont'd)**

2.17 Provision of Service

Services are provided only in those geographic areas where facilities exist, where Company in its discretion determined (subject to applicable law) to provide Service, and where Company is authorized to provide Services. Provision of Services offered under this Tariff is subject to availability.

2.18 Contract or Agreement

2.18.1 Company will offer Contract Service Arrangements to meet the diverse communications needs of Company's Customers. All terms and conditions as specified in the Tariff will apply unless otherwise specified in the contract between Company and the Customer.

2.18.2 Customer Specific Pricing Plans

To the extent Company offers such service(s), Customer Specific Pricing Plans may be made available for provision of: (1) Dedicated, non-switched, private line and special access services, (2) Central office-based switching systems which substitute for customer premise, private branch exchange (PBX) services, and (3) Any business service offered in the exchange in which basic local telecommunications service offered by the incumbent local exchange telecommunications company has been declared competitive under Section 392.245 RSMo., and any retail business service offered to an end user in a noncompetitive exchange.

Unless otherwise provided in the customer contract, the rules and regulations found in Paragraph 2 of this tariff apply to all Customer Specific Pricing Plans. Customer Specific Pricing Plan arrangements will be provided to the Commission on a proprietary basis upon request.

2.19 Other Rules

Company reserves the right to discontinue Service, in whole or in part, limit Service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Company also reserves the right to modify or change the network specifications without separate notice to Customer.

In the event terms of this Tariff are changed, Customer will be on constructive notice of the change through the filing of Tariff revisions.

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**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA)

The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA applies to Customers who purchase PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service or Frame Relay Service. When Customer purchases PremierSERV<sup>SM</sup> ATM or Frame Relay Service described above, Customer accepts the Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA for those new PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements and any existing PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements provided on the same network as those new PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements. The Standard PremierSERV<sup>SM</sup> ATM or Frame Relay SLA is available at no additional cost to Customer. The total amount of the Service credit Customer receives for any Port or PVC/VPC/VCC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCC. The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA will apply until Service is disconnected.

2.20.1 Frame/Cell Delivery Ratio

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided, Customer-specific network at a Frame/Cell Delivery Ratio of 99.99% per PVC/VPC/VCC from ingress switch port to egress switch port during each calendar month, under normal conditions.

2.20.1.A Frame/Cell Delivery Ratio is calculated as the percentage of Customer-specific Frames/Cells offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or within the Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

$$\text{Frame/Cell Delivery Ratio} = \frac{\text{Total Customer-specific Frames/Cells that successfully egress the network}}{\text{Total number of Customer-specific Frames/Cells offered to the network}}$$

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**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.1 Frame/Cell Delivery Ratio (Cont'd)

2.20.1.A (Cont'd)

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Force majeure events as outlined in Paragraph 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures attributed to negligence or willful misconduct by the Customer;
- PremierSERV<sup>SM</sup> UBR VPC/VCCs;
- Access failures;
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where cell loss priority equals one (1).

2.20.1.B Customer is responsible for notifying Company when the Customer-specific Frame/Cell Delivery Ratio falls below 99.99% for a PVC/VPC/VCC within the calendar month. Customer must request a service credit within forty-five (45) calendar days after the end of the calendar month in which the failure occurred.

Upon verification by Company that the actual Customer-specific Frame/Cell Delivery Ratio for a PVC/VPC/VCC was below 99.99%, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell Delivery Ratio is still below 99.99%, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for the subsequent month in which the Customer-specific Frame/Cell Delivery Ratio was below 99.99%.

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**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.2 Time to Repair

For PremierSERV<sup>SM</sup> ATM/Frame Relay Services provided to Customer, Company is committed to maintaining a 4-hour maximum repair time per PVC/VPC/VCC, Port or Port and Access outage (or an 8-hour maximum repair time if a technician is required to be dispatched). This includes the Access and equipment when provided by Company. This applies only to those troubles reported by Customer to the Data Service Center (DSC).

2.20.2.A Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Time To Repair:

- Force majeure as outlined in Paragraph 2.4 preceding;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Network Interface Device failures;
- Customer Equipment failures;
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party.

2.20.2.B Customer is responsible for notifying Company of any outages that exceed the 4 or 8 hour maximum as described above. Customer must request a service credit within forty-five (45) calendar days after the failure(s) occurred.

Upon verification by Company that the actual repair time for any PVC/VPC/VCC, Port or Port and Access exceeded the 4 or 8 hour maximum described above, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for month in which the outages occurred.

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**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.3 Time to Provision

For PremierSERV<sup>SM</sup> ATM/Frame Relay Services provided to Customer, Company is committed to completing all service orders by the due date. In the event that Customer requests a due date different from one shown on original order, a new due date is issued and replaces the original due date. Standard Time to Provision includes Access and equipment when provided by Company.

2.20.3.A The following shall be excluded from any determination of Time to Provision:

- Force majeure as outlined in Paragraph 2.4, preceding;
- Inability by Company to test because of no-access by Customer;
- Customer testing when Customer Equipment is not installed and the Customer overall tests are not completed at due date;
- Due dates missed or rescheduled at Customer's request;
- Inability by Company to test or complete the order because of failures or not-ready conditions attributed to facilities or equipment provided by another party or the Customer.

2.20.3.B Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within forty-five (45) calendar days after the missed due date occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a Service credit equal to:

- 100% of the monthly recurring charges for one month of Service for each Port and/or PVC/VPC/VCC in which the due date was missed.

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**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.4 Latency

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining Frame/Cell delay across the Company-provided Customer-specific network according to the parameters below:

- On average, less than or equal to 100 milliseconds roundtrip per PVC for all PremierSERV<sup>SM</sup> Frame Relay Service including FRATM/VPC/VCCs;
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for PremierSERV<sup>SM</sup> ATM Service with CBR, VBR-nrt and VBR-rt Quality of Service

Latency is measured from ingress switch port to egress switch port during each calendar month.

2.20.4.A Latency is calculated as the amount of time, in milliseconds, it takes for a Frame/Cell to travel roundtrip across a PVC/VPC/VCC. If Customer has a FRATM network, the parameters for PremierSERV<sup>SM</sup> Frame Relay Service will be applied.

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Paragraph 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures attributed to negligence or willful misconduct by the Customer;
- PremierSERV<sup>SM</sup> UBR VPC/VCCs;
- Access failures;
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).

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**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.4 Latency (Cont'd)

2.20.4.B Customer is responsible for notifying Company when their average Customer-specific Frame/Cell delay falls below the committed level. Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the excessive delay occurred.

Upon verification by Company that the Customer-specific Frame/Cell delay did not meet the committed level, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell delay is still greater than the committed level, the Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for the subsequent month in which the Customer-specific Frame/Cell delay was below the committed level.

**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.5 Network Availability

For PremierSERV<sup>SM</sup> ATM/Frame Relay Services provided to the Customer, Company is committed to maintaining a Network Availability of 99.99% each calendar month per network and within a LATA.

Network Availability is measured based on components purchased from Company:

- If Customer's entire network consists of Port and Access provided by Company at all Customer locations, then Network Availability is based on PVC/VPC/VCC measured from Network Interface to Network Interface.
- If Customer purchased Port Only from Company, then Network Availability is based on PVC/VPC/VCCs measured from ingress switch port to egress switch port.

2.20.5.A The calculation for Network Availability for a given calendar month shall be as follows:

$$\text{Network Availability \%} = \left[ 1 - \frac{\text{Total minutes of PVC/VPC/VCC outage time per month}}{\text{Total \# of PVC/VPC/VCCs} \times 24 \text{ hours} \times \text{days per month} \times 60 \text{ minutes}} \right] \times 100$$

The following shall be excluded from any "network outage time":

- Force majeure events as outlined in Paragraph 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures attributed to negligence or willful misconduct by the Customer;
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party;
- Access failures (if Access is not provided by Company)

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**REGULATIONS (Cont'd)**

2.20 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.5 Network Availability (Cont'd)

2.20.5.B Customer is responsible for notifying Company when its average Customer-specific Network Availability falls below 99.99%. The Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

Upon verification by Company that the Customer-specific Network Availability did not meet 99.99%, the Customer will be entitled to a service credit equal to:

- 10% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for month in which Network Availability failure occurred.

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**APPLICATION OF RATES**

3.1 Rate Regulations

There are two (2) categories of rates and charges: Nonrecurring and monthly recurring charges.

3.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity.

3.2.1 Installation of Service

Nonrecurring charges apply to each Service installed. The applicable charges are specified within each Service rate paragraph.

3.2.2 Record Order Charges

Nonrecurring charge applies for receiving, recording and processing information in connection with Customer initiated changes to customer's account information (i.e. change in customer billing name or billing address). In these instances, a record order is issued. Once a record order is issued, customer may request additional changes to their account information without a subsequent record order being issued, provided the additional changes are requested during the same business day.

The Record Order Charge is \$14 per Record Order.

3.2.3 Service Order Change Charges

A Service Order Change Charge applies if customer requests an addition to, change to, or rearrangement of Service within three (3) days prior to the Service Due Date, and the request requires engineering redesign. The Service Order Change Charge is \$50 per service order.

Customer may request to extend a Due Date for service provided the new Service Due Date is no more than thirty (30) calendar days beyond the original Service Due Date. Should a request be made to extend for more than thirty (30) calendar days beyond the originally scheduled Service Due Date, the original Service Order will be cancelled and a new order for service must be placed. There will be a \$250 cancellation charge for cancelled orders.

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**APPLICATION OF RATES (Cont'd)**

3.2 Nonrecurring Charges (Cont'd)

3.2.4 Expedite Order Charges

If Customer desires that Service be provided on a due date earlier than the due date offered the Customer, the Customer may request the Service be provided on an expedited basis.

There will be a \$250 charge for Expedite Orders that are limited to PVC additions or Port installations. For Port and Access Expedite Order requests, there is a minimum charge of \$500 per Service Order. In addition, the Company will pass on and bill the Customer any additional charges it incurs from other service providers, such as ILECs, IXCs and CLECs, necessary to complete the Expedite Order. Company will provide Customer an estimate of any additional charges involved prior to the charges being incurred by Customer.

If the Company determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and agrees to pay any applicable costs, the Expedite Order will then be processed.

If the Company is unable to meet the agreed upon expedited Service date, but the Service is still provided on an expedited basis (prior to original due date offered by the Company), Customer will still incur applicable expedite charges.

3.2.5 Additional Labor Charge

In this paragraph, normally scheduled working hours are generally 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. However, the hours may vary based on Company policy, union contract and location.

Additional Labor is that labor requested by Customer on a given Service and agreed to by Company as set forth below. Company will notify Customer that Additional Labor Charges will apply before any additional labor is undertaken.

There is a half-hour minimum charge for any Additional Labor. All Additional Labor Charges for work performed during normally scheduled working hours will be billed at \$50 for the first half-hour and \$25 for each subsequent quarter hour or fraction thereof, per technician.

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**APPLICATION OF RATES (Cont'd)**

3.2 Nonrecurring Charges (Cont'd)

3.2.5 Additional Labor Charge (Cont'd)

All Additional labor performed outside of normally scheduled working hours (overtime) will be billed at \$62.50 for the first half-hour and \$31.25 for each subsequent quarter hour or fraction thereof, per technician. A call-out of Company personnel for Additional Labor at a time not consecutive with Company's normally scheduled working hours is subject to a minimum charge of four hours.

If more than one technician is involved in the same Additional Labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the first half-hour and each additional quarter hour rate categories.

3.2.5.A Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

3.2.5.B Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given Service.

3.2.5.C Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company. For Testing and Maintenance Services, if the Customer elects not to release a circuit during the Company's normal working hours, Company will work with the customer to reach a mutually agreed upon time.

3.2.5.D Other Labor

Other Labor is that additional labor not included in Paragraphs 3.2.5.A through 3.2.5.C, preceding, and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other Paragraph.

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**APPLICATION OF RATES (Cont'd)**

3.3 Monthly Recurring Charges

Monthly Recurring Charges are the charges applied each month for the Service being provided.

3.4 Minimum Period

The minimum period for which all Services are provided and for which rates and charges apply is twelve (12) months.

When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not. The applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period.

3.5 Moves

3.5.1 Moves Within the Same Building

Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges associated with the moved Service and all associated special construction and material charges for the Service.

3.5.2 Moves To a Different Building

Moves to a different building will incur a charge equal to the nonrecurring charges associated with the moved Service and all associated special construction and material charges for the Service.

3.6 Service Order Cancellation Charges

If Customer cancels an order for Service more than three (3) business days after Firm Order Confirmation (FOC) has been provided, Customer will incur a \$250 cancellation charge. This cancellation charge will be billed in addition to any other charges the Company incurs, including but not limited to applicable cancellation or termination charges from other Service providers such as ILECs, IXCs and CLECs. The Service Order Cancellation Charge will apply per Service Order.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE**

4.1 Service Description

Effective September 30, 2011, PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) service defined in this paragraph of this Tariff will no longer be available to new customers. Existing term plan customers of PremierSERV ATM Service may add, move, remove or change lines and/or locations in accordance with the terms and conditions of their current term plan agreement for the duration of their current term plan agreement, but may not enter into any new term plan agreements. The Company will support one extension of an existing non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company.

PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

4.2 Service Components

4.2.1 User Network Interface (UNI) Port and Access

UNI Port and Access connects the customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

4.2 Service Components (Cont'd)

4.2.2 User Network Interface (UNI) Port Only

UNI Port Only provides the customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3. When UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

4.2.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the standards defined UNI signaling protocol.

4.2.4 Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only provides the customer an IMA port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

4.2.5 Broadband ISDN Inter-Carrier Interface (B-ICI) Port and Access

B-ICI Port and Access connects the customer to the Company's ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows customer networks to interconnect to the Company ATM network. B-ICI Port and Access is available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

4.2 Service Components (Cont'd)

4.2.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only

B-ICI Port Only provides the customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

4.2.7 Circuit Emulation Service (CES) Port Only

CES Port Only provides the customer a Time Division Multiplexing (TDM) port connection into the Company's ATM network. CES Port Only provides the capability of directly connecting a TDM interface carrying constant bit rate (CBR) traffic over ATM networks. It is the customer's responsibility to obtain the TDM transport component of the service to the public switched telephone network. CES Port Only is to be used in conjunction with CES VCCs.

---

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

4.2 Service Components (Cont'd)

4.2.8 Permanent Virtual Circuits (PVCs)

PVCs are logical connections between ports that allow data to be sent from one customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. With the exception of Multicasting VCCs, PVCs are duplex (two-way).

When placing an order for Service, customer must specify the following for each PVC:

- PVC Connection Type;
- Traffic Parameter;
- VCC/VPC Type; and
- Quality of Service.

4.2.8.A PVC Connection Types

(1) ATM to ATM

ATM to ATM connects two ATM customer locations.

(2) Frame Relay to ATM Service (FRATM)

FRATM connects two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

4.2.8.B Traffic Parameters

The customer must choose the traffic parameters available for each PVC selected. Traffic parameters represent priorities given to cell transmissions, sensitivity of cells to delay variation and loss within the network. Traffic Shaping is a flow control functionality that must be enabled on the customer premises equipment to ensure the customer's data traffic transmission rate does not violate the customer's chosen traffic parameters.

(1) Peak Information Rate (PIR)

The PIR designates an upper limit that the traffic information rate may not exceed. PIR is expressed in Kbps or Mbps. Traffic that exceeds the PIR value will be discarded from the network for all Quality of Service types.

---

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

4.2 Service Components (Cont'd)

4.2.8 Permanent Virtual Circuits (PVCs) (Cont'd)

4.2.8.B Traffic Parameters (Cont'd)

(2) Sustainable Information Rate (SIR)

The Sustainable Information Rate (SIR) specifies the "average" traffic rate that is transmitted and received. SIR is expressed in Kbps or Mbps.

(3) Maximum Burst Size (MBS)

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

4.2.8.C PVC Types

(1) Virtual Channel Connection (VCC)

Logical connection between one ATM switch port and another switch port. The VCC allows exchange of information in the form of fixed cells at variable rates. Company configures and maintains the individual VCCs within the ATM connection.

(2) Virtual Path Connection (VPC)

A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple customer defined VCCs as a group. It is the responsibility of the customer to configure and maintain the individual VCCs within a VPC connection.

---

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

4.2 Service Components (Cont'd)

4.2.8 Permanent Virtual Circuits (PVCs) (Cont'd)

4.2.8.D VCC/VPC Types

(1) Standard VCC/VPC

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

(2) Circuit Emulation Service (CES) VCC

CES VCCs provide logical connection between a CES port and another ATM port. CES VCC is to be used in conjunction with CES Port Only. CES VCCs are always provisioned with CBR Quality of Service and a PIR traffic parameter of 1.755 Mbps. A CES DS1 VCC cannot be provisioned to an ATM DS1 UNI Port.

(3) Frame Relay to ATM Service (FRATM) VCC

A FRATM VCC is established to connect two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC can be provisioned with either of the following Quality of Service options:

- VBR-nrt Quality of Service on the ATM portion of the service, and Standard Quality of Service on the Frame Relay portion;
- VBR-rt Quality of Service on the ATM portion of the service and Priority Quality of Service on the Frame Relay portion

A FRATM VCC with the VBR-nrt Standard option is priced based upon the ATM SIR value selected. A FRATM VCC with the VBR-rt/Priority option is priced based upon the ATM PIR value selected.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

4.2 Service Components (Cont'd)

4.2.8 Permanent Virtual Circuits (PVCs) (Cont'd)

4.2.8.D VCC/VPC Types (Cont'd)

(4) Disaster Recovery VCC/VPC

Disaster Recovery VCCs/VPCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

Disaster Recovery VCCs/VPCs are provisioned based upon an initial order from the customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors.

(5) Alternate Routing VCC/VPC

Alternate Routing VCCs/VPCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs/VPCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCCs/VPCs are provisioned based upon an initial order from the customer and available at all times. The remote customer location is provisioned with two active VCCs/VPCs, one end to the primary customer location and one end to the backup customer location.

(6) Multicasting VCC

Multicasting VCCs are used to communicate uni-directionally from one location to many locations. It allows customer premises equipment to send cells into the Company ATM network over a specially designated Multicast VCC. The cells are replicated and sent across various VCCs defined on the same port as the Multicast VCC. Multicast VCCs are used in conjunction with the VBR-nrt Quality of Service and SIR traffic parameter.

---

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

4.2 Service Components (Cont'd)

4.2.8 Permanent Virtual Circuits (PVCs) (Cont'd)

4.2.8.E Quality of Service (QoS)

The PVC Quality of Service required is based upon the traffic parameter selected.

(1) Constant Bit Rate (CBR)

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are video and data streaming. When choosing CBR, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) Traffic Parameters.

(2) Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where the PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay. When choosing VBR-rt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

(3) Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where the PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers. When choosing VBR-nrt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters.

(4) Unspecified Bit Rate (UBR)

UBR supports the transmission of a continuous bit stream of traffic for delay-tolerant applications such as data file transfers. When choosing UBR, customer must specify the Peak Information Rate (PIR) traffic parameter. The PIR value cannot be greater than the port speed. Customers wishing to oversubscribe may purchase additional UBR connections.

4.3 Rates

ATM services will be made available to Customers in a nondiscriminatory manner. Rates for ATM services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

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**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE**

5.1 Service Description

Effective September 30, 2011, PremierSERV<sup>SM</sup> Frame Relay service defined in this paragraph of this Tariff will no longer be available to new customers. Existing term plan customers of PremierSERV Frame Relay Service may add, move, remove or change lines and/or locations in accordance with the terms and conditions of their current term plan agreement for the duration of their current term plan agreement, but may not enter into any new term plan agreements. The Company will support one extension of an existing non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company.

PremierSERV<sup>SM</sup> Frame Relay Service (FRS) is a public, metropolitan wide-area data service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.

5.2 Service Components

5.2.1 User Network Interface (UNI) Port and Access

UNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at various speeds between 56 Kbps and DS3. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.2 User Network Interface (UNI) Port Only

UNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. UNI Port Only is available at several speeds between 56 Kbps and DS3. When UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.3 Multilink UNI Port and Access

Multilink UNI Port and Access provides inverse multiplexing of a frame stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. Multilink UNI Port and Access is based upon the standards defined FRF. 16 UNI signaling protocol.

---

**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

5.2 Service Components (Cont'd)

5.2.4 Multilink UNI Port Only

Multilink UNI Port Only provides the Customer a Multilink port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. When Multilink UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Multilink UNI Port Only is provided over two (2) to eight (8) physical DS1s.

5.2.5 Network to Network Interface (NNI) Port and Access

NNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.2.6 Network to Network Interface (NNI) Port Only

NNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined NNI signaling protocol. NNI Port Only is available at DS1 and DS3 speeds. When NNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each NNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

---

**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

5.2 Service Components (Cont'd)

5.2.7 Permanent Virtual Circuits (PVCs)

PVCs are logical connections between two (2) ports that allow data to be sent from one Customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. PVCs are duplex (two-way).

Each PVC type is assigned a Committed Information Rate (CIR). CIR is the rate in Kbps or Mbps at which the Company commits to transfer user data under normal conditions.

A PVC may exceed its assigned CIR when transmitting a large file or volume of information. This condition is known as bursting. Excess capacity must be available on the port connection for bursting to occur. Bursting cannot exceed the port speed.

When placing an order for Service, customer must specify the following for each PVC:

- PVC Connection Type;
- PVC Type; and
- Quality of Service.

PVCs purchased from this Paragraph of Frame Relay Service must have at least one associated Port purchased from this Paragraph as well.

5.2.7.A PVC Connection Types

(1) Frame Relay to Frame Relay

Frame Relay to Frame Relay connects two Frame Relay customer locations.

(2) Frame Relay to ATM Service (FRATM)

FRATM connects two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

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**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

5.2 Service Components (Cont'd)

5.2.7 Permanent Virtual Circuits (PVCs) (Cont'd)

5.2.7.B PVC Types

(1) Standard PVC

Standard PVCs are utilized in typical Frame Relay networks to provide logical connections between two ports.

(2) Disaster Recovery PVC

Disaster Recovery PVCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided Frame Relay Port.

The Disaster Recovery PVC is provisioned based upon an initial order from the Customer and pre-configured in the Frame Relay switch, but set to a disabled mode. Customer must initiate PVC activation with Company and necessary third party vendors.

(3) Alternate Routing PVCs

Alternate Routing PVCs provide a logical connection to an alternate host site processor/server in the event of an outage at the primary location. Alternate Routing PVCs are to be utilized in the event of an outage at the primary location only, not day-to-day use.

The Alternate Routing PVC is provisioned based upon an initial order from the Customer and available at all times. The remote Customer location is provisioned with two active PVCs, one end to the primary Customer location and one end to the backup Customer location.

5.2.7.C PVC Quality of Service (QoS)

(1) Standard

Standard QoS is available for Frame Relay applications that contain bursty traffic.

(2) Priority

Priority QoS offers reduced delay and packet loss between end-points.

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**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

5.3 Rates

Frame Relay Services will be made available to Customers in a nondiscriminatory manner. Rates for Frame Relay services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

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**PROMOTIONS**

6. The Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations.

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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDRAG, President - Missouri  
St. Louis, Missouri

FILED  
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Service Commission  
JI-2012-0238

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**SPECIAL CONSTRUCTION**

7.1 Regulations

- 7.1.1 When special construction of facilities is required, the provisions of this paragraph apply in addition to all regulations, rates, and charges set forth in the appropriate service paragraph.
- 7.1.2 Special construction is required if 1) facilities or equipment is not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.
- 7.1.3 Special construction charges will be developed based on estimated costs.
- 7.1.4 Written Customer approval of all special construction charges must be provided to Company prior to start of construction.
- 7.1.5 For Services provided on a month to month basis, Customer must pay all special construction charges upfront before Company will begin special construction.
- 7.1.6 For Services provided on a month to month basis, Customer must pay all special construction charges upfront before Company will begin special construction.
- 7.1.7 If Customer fails to pay special construction charges due, refusal and discontinuance of the Services using the specially constructed facilities shall be in accordance with the appropriate regulations under which the Service is being provided.
- 7.1.8 Rates, charges and liabilities for special construction to provide facilities for use are following.

7.2 Charges

Charges for special construction will be determined on an Individual Case Basis (ICB) and provided in a nondiscriminatory manner. ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

**P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF**

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Section 2  
Original Sheet 1

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**Southwestern Bell Telephone Company**

**d/b/a AT&T Missouri (1)**

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof

- (1) Services provided in this Section of the tariff were formerly provided by AT&T Corp., d/b/a AT&T Advanced Solutions under the Missouri P.S.C. No. 1 Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to April 1, 2004 (for Broadband Educational Videoconferencing Service) or November 1, 2004 (for Frame Relay Digital Service).

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Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

**FILED**  
Missouri Public  
Service Commission  
JI-2012-0238

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**EXPLANATION OF SYMBOLS**

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

- (AT) Addition to text
- (C) Correction
- (CP) Change in practice
- (CR) Change in rate
- (CT) Change in text
- (DR) Discontinued rate
- (FC) Change in format lettering or numbering
- (MT) Moved text
- (NR) New rate
- (RT) Removal of text

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ADVANCED SERVICES TARIFF

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Section 2  
Original Sheet 3

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**STATEMENT OF COMPETITIVE CARRIER STATUS**

AT&T Missouri is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

STATUTES

392.240(1)	Ratemaking
392.270	Valuation of property
392.280	Depreciation accounts
392.290	Issuance of securities
392.310	Stock and debt issuance
392.320	Stock dividend payment
392.330	Issuance of securities, debt and notes
392.340	Reorganization(s)

COMMISSION RULES

4 CSR 240-10.020	Depreciation
4 CSR 240-30.010(2)(C)	Rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-32.030(1)(B)	Exchange boundary maps
4 CSR 240-32.030(1)(C)	Record keeping
4 CSR 240-32.030(2)	In-state record keeping
4 CSR 240-32.050(3)	Local office record keeping
4 CSR 240-32.050(4)	Telephone directories
4 CSR 240-32.050(5)	Call intercept
4 CSR 240-32.050(6)	Telephone number changes
4 CSR 240-32.070(4)	Public coin telephone
4 CSR 240-33.030	Minimum charge rule
4 CSR 240-33.040(5)	Financing fees

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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

P.S.C. Mo. - No. 45  
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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

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Missouri Public  
Service Commission  
JI-2012-0238

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Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

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P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Section 2  
Original Sheet 7

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**DEFINITIONS**

Certain terms used generally throughout this Tariff are defined below:

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

Applicant: Any entity or individual who applies for Service under this Tariff.

Authorized User: An end user authorized by the Customer to use the Service.

Bellcore: An independent telecommunications research company, now known as Telcordia.

Business Customer: A Customer that uses Business service as set forth in this Tariff.

Carrier: A company registered by the Missouri Public Service Commission to provide telecommunications services.

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

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

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

Company: Company refers to AT&T Missouri.

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

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

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

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

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

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

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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDRAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

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**DEFINITIONS (Cont'd)**

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

DSL: Digital Subscriber Line.

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

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

FCC: Federal Communications Commission.

Holidays: Company-specified Holidays include New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

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

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

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

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

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

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

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

NPA: Numbering plan area or area code.

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

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

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

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Effective: December 28, 2011

CANCELLED  
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Missouri Public  
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FILED  
Missouri Public  
Service Commission  
JI-2012-0238

P.S.C. Mo. - No. 45  
ADVANCED SERVICES TARIFF

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

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**DEFINITIONS (Cont'd)**

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

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

Residential Customer: A Customer that uses Residential service as set forth in this Tariff.

Service: The telecommunications Services offered by the Company.

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

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

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

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

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

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

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

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

V & H: Vertical and Horizontal geographic coordinates.

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Issued: November 28, 2011

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Service Commission  
JI-2012-0238

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**REGULATIONS**

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Company may offer various unregulated Services in conjunction with or ancillary to its regulated Services. The Company is not responsible to any other entity or its respective customers for any service provided by the other entity that purchases access to the Company network or uses any of the Company's facilities or Services, in order to originate or terminate its own services, or to communicate with its own customers. Application for initial or additional service made verbally or in writing becomes a contract upon the establishment of the service or facility. The Company's services are limited to the Advanced Services provided in this tariff and do not include Directory Assistance, 911, or similar voice services. This tariff contains regulations, rates and charges applicable to the provision of Advanced Services which include ADSL, IDSL and XDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service that rely on packetized technology and which has the capability of transmission speeds of at least 56 kilobits per second in both the transmit and receive directions, hereinafter referred to as service(s), provided by AT&T Missouri.

2.1.2 Shortage of Equipment and Facilities

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

2.1.3 Terms and Conditions

A. Minimum Contracts

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

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

---

**REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- C. Except as otherwise stated in the Tariff or by contract, at the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, Service shall continue on a month to month basis at the then current Tariff rates until terminated by either party. The Company and Customer may agree that the Service shall automatically renew for the term of the initial Contract. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination and through the minimum billing period or contract term, whichever applies. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. Another telephone company or provider of telecommunications service must not interfere with the right of any person or entity to obtain Service directly from the Company. The Customer is absolutely prohibited from reselling the Company's Services unless done in compliance with state and federal laws, rules and regulations, and with written permission from the Company.

2.1.4 Notification of Service-Affecting Activities

Where possible, the Company may, at its sole discretion, provide the Customer reasonable notification of Company initiated Service affecting activities that may occur in normal operation of its business.

2.1.5 Taxes, Surcharges, and Fees

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

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**REGULATIONS (Cont'd)**

2.1 Undertaking of the Company (Cont'd)

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

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

2.1.6 Interconnection with Other Carriers

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

2.2 Limitations on Liability/Indemnity

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

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- C. A breach in the privacy or security of communications transmitted over its facilities; or

---

**REGULATIONS (Cont'd)**

2.2 Limitations on Liability/Indemnity (Cont'd)

2.2.1 (Cont'd)

- D. Mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages; or
- G. Violations of the Obligations of the Customer paragraph of this Tariff;  
or
- H. Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees; or
- I. Any loss, destruction or damage to property of the Company, the Company's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, invitees or Authorized Users; or
- J. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or
- K. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in this Tariff, so long as the Company has complied with any applicable Department rules and regulations related thereto; or
- L. Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees paragraph of this Tariff; or

---

**REGULATIONS (Cont'd)**

2.2 Limitations on Liability/Indemnity (Cont'd)

2.2.1 (Cont'd)

M. Any act, error, omission, interruption, delay, or defect caused by or contributed to by:

1. Another company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Company offers. This includes the provision of a signaling system or other database by another company; or
2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer to the Company's network.

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

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

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

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

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

---

**REGULATIONS (Cont'd)**

2.3 Provision of Equipment and Facilities

2.3.1 General

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

2.3.2 Interconnection of Facilities

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

---

**REGULATIONS (Cont'd)**

2.3 Provision of Equipment and Facilities

2.3.3 Non-routine Installation

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

2.3.4 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities on behalf of the Company.

2.3.5 Use of Service

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

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

2.4 Obligations of the Customer

2.4.1 General

The Customer shall be responsible for:

- A. Payment of all applicable charges pursuant to this Tariff, contracts, or special assembly or special construction; and
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's Premises; and

---

**REGULATIONS (Cont'd)**

2.4 Obligations of the Customer (Cont'd)

2.4.1 General (Cont'd)

- C. Providing at reasonable charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises; and
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Service to the Customer from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this paragraph prior to accepting an order for Service; and
- E. Ensuring that its equipment and/or system or that of its agent is properly interfaced with the Company's Service; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability; and
- F. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and
- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and

---

**REGULATIONS (Cont'd)**

2.4 Obligations of the Customer (Cont'd)

2.4.1 General (Cont'd)

- H. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or CPE leased by the Customer from the Company; and
- I. Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and
- J. Promptly notifying the Company in writing, of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and shall cooperate in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

2.4.2 Claims

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

2.4.3 Inspections

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

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

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**REGULATIONS (Cont'd)**

2.5 Establishment of Service

This paragraph establishes the provisions regarding applications for service, establishing credit, and customer deposits.

2.5.1 Application for Service/Service Order

- A. Applicant for service may be required to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner without Company's permission.
- B. The Company may conduct a credit investigation of each new Customer or Applicant prior to accepting the Service Order, a Deposit or an Advance Payment. An Applicant who cannot establish a satisfactory credit standing, or a Customer whose Service has been discontinued for non-payment of bills for any Service subject to this Tariff, may be required to provide the Company a security Deposit at any time.
- C. The Company may refuse to provide Service to a Customer with outstanding, undisputed charges. Payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.

2.5.2 Establishment of Credit

A. General

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

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**REGULATIONS (Cont'd)**

2.5 Establishment of Service (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require an Applicant or Customer to make Advance Payment before Services or facilities are provided. The Advance Payment will include non-recurring and recurring charges for the Services or facility, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the company to safeguard its interests. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and recurring charges, if any, for a period to be agreed to by the Customer and the Company. The Advance Payment will be credited to the Customer's first bill, but shall not be refundable except as permitted in this Tariff.

2.5.4 Deposits

A. General

The customer will provide proof of identity and credit information to the Company before service is made available and will maintain credit satisfactory to ASI. The Company may, at the time of application for service or at any time thereafter on five (5) days written notice, require a deposit to guarantee payment of bills for service rendered if the Customer cannot establish a credit standing satisfactory to the Company.

The fact that a deposit has been made will in no way relieve the customer from complying with ASI's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of ASI providing for the temporary suspension of service or the termination of the contract for non-payment of bills.

No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.

B. Interest on Deposits

On deposits held thirty (30) days or more, simple interest at the rate of nine (9) percent per annum shall be credited annually to the account of the customer or paid upon the return of the deposit, which ever occurs first.

C. Return of Deposit

When a deposit is returned to the Customer, the Company returns the amount of the Deposit plus accrued interest. Prior to the return, deposits will be applied to any outstanding charges, and only the excess, if any, will be returned. A deposit will be returned when an application for Service has been canceled prior to the establishment of Service and upon discontinuance of Service with the payment of all charges due.

Upon termination of service, the Company will refund the deposit with accrued interest to the customer less any unpaid bills due the Company.

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**REGULATIONS (Cont'd)**

2.6 Billing

2.6.1 Payment of Bills

A. Bill Dates

The Customer is responsible for payment of all charges for Service, equipment or facilities furnished by the Company to the Customer. The Company will establish a monthly billing date for each Customer account and will bill all charges incurred by, and credits due to, the Customer. Recurring charges are billed monthly, in advance of the month in which Service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due by the payment due date printed on the Customer's bill. The Company will allow each Customer at least twenty-one (21) calendar days from the rendition of a bill to pay the charges stated. Payments not received within this 21-day period are considered past due.

B. Charges and Billing for Installation, Connection and Restoration of Service

1. At the option of the Customer, the Company shall prorate the charges for connection, installation, restoration, or reconnection of service in equal amounts over periods not exceeding four (4) months. Only one such arrangement at any one time will be provided.
2. No Customer will be required to pay any reconnection fee or other charge for restoration of Service if Service was discontinued by the Company in error or in violation of any provision of the Tariff.
3. Whenever a Customer requests that Service be transferred from one location to another, the Company may require payment of any undisputed delinquent charges as a condition of transferred Service.

C. Pro-Rata Billing

For new Customers, or existing Customers whose Service is disconnected, the charge for the fraction of the month in which Service was provided will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

D. Past Due

Accounts not paid on or before the due date printed on the Customer's bill are considered past due.

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**REGULATIONS (Cont'd)**

**2.7 Disputed Bills**

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing.

- A. All charges not in dispute will be paid by the Customer by the payment due date.
- B. Upon notification of a dispute, the Company will undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and such amount will become immediately due and owing. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in this Tariff.
- C. If there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may file an appropriate complaint, as provided in 4 CSR 240-33, along with the amount in dispute, with the Commission.
- D. The Customer must provide the Company with notice of a dispute or all charges will be deemed to be correct and binding upon the Customer.

**2.8 Late Payment Charges**

- 2.8.1. A Late Payment charge of \$1.60 will be applied to accounts of Residence customers that have charges greater than \$5.00 earned over to the next monthly bill. When the balance carried over is in dispute, the Late Payment Charge will be applied and adjusted later, if appropriate, based on the resolution of the claim.
- 2.8.2. A Late payment charge of one and one half percent (1.5%) will be applied to all charges on business accounts carried over to the next monthly bill. The Late Payment Charge will be applied to any disputed amount and will be adjusted if the claim is settled in the Customer's favor.
- 2.8.3. The State of Missouri and its agencies are exempted from the late payment charge unless or until §34.055 RSMo (1994) is revised to authorize telecommunications utilities to impose late payment penalties if the State does not pay for goods or services within 30 days.

**2.9 Cancellation of Service by Customer**

Cancellation of Service by the Customer can be made either verbally or in writing.

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

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

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**REGULATIONS (Cont'd)**

2.9 Cancellation of Service by Customer (Cont'd)

2.9.2 Cancellation Associated with Special Construction

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

2.9.3 Cancellation During Installation

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

2.9.4 Cancellation After Installation but Prior to Service Start-up

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

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

2.9.5 Cancellation of Service After Service Start-up

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

2.9.6 Subsequent Order Charges Due to Modification

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

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**REGULATIONS (Cont'd)**

2.10 Discontinuance of Service and Removal of Accounts (Cont'd)

2.10.1 Notice of Discontinuance of Service

Upon nonpayment of any undisputed, delinquent charge due the Company, the Company may, after a written notice has been furnished to Customer, without incurring any liability, forthwith discontinue the furnishing of Service. This written notice shall be sent or delivered to Customer at least five (5) days prior to the date of the proposed discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of the service, or on a day immediately preceding such day.

2.11 Reconnection of Customer's Service

A restoral fee of \$15.25 for residence and \$15.75 for business per occurrence is charged when Service is restored for a Customer who had been suspended for non-payment.

2.12 Miscellaneous

2.12.1 Special Conditions or Requirements

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

2.12.2 Ownership and Access to Facilities

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

2.12.3 Installation, Rearrangement, Repair, Maintenance, Disconnection and Removal of Facilities

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

2.12.4 Transfer and Assignments

Customer may not assign nor transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

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**REGULATIONS (Cont'd)**

2.12 Miscellaneous (Cont'd)

2.12.5 Notices and Communications

- A. Customer will designate on the application form an address to which the Company will mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- B. The Company will designate on the Service Order an address to which the Customer will mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- D. The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Interruptions of Service

2.13.1 General

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

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**REGULATIONS (Cont'd)**

2.13 Interruptions of Service (Cont'd)

2.13.2 Limitations of Allowances

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

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, Customer or Authorized User; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to circumstances or causes beyond the reasonable control of the Company, including but not limited to, acts of God, military action, wars, insurrections, riots or strikes; or
- D. During any period in which the Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to Customer's failure to authorize placement of any element of special construction.

2.13.3 Use of Another Means of Communications

If Customer elects to use another means of communications during the period of interruption, the Company will not be responsible for the alternative Service used.

2.13.4 Application of Credits for Interruptions in Service

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

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**REGULATIONS (Cont'd)**

2.13 Interruptions of Service (Cont'd)

2.13.5 Credit Allowance for Interruptions in Service

Unless otherwise specified in this Tariff, if an interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

- A. If the interruption is for twenty-four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty four (24) hours, the allowance will be equal to one thirtieth (1/30<sup>th</sup>) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

2.14 Customer Service

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

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**APPLICATION OF RATES**

3.1 Introduction

The regulations set forth in this paragraph govern the application of rates for Services contained in other paragraphs of this Tariff. From time to time with the Commission's approval, the Company may waive or temporarily reduce certain recurring or non-recurring Tariff charges as it deems reasonable. The Company may, from time to time, make promotional offerings to enhance the marketing of its services. The Company will notify the Commission of such offerings by means of a 30-day tariff filing. These promotions will be subject to prior notification and approval by the Commission.

3.2 Special Arrangements

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

3.3 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for Dedicated Access, Private Line and Non-Switched services offered by the Company. Private line services will be made available in a nondiscriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an individual case basis (ICB). ICB rates will be structured to recover the Company's costs of providing the service and will be made available to the PSC Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

3.4 Special Construction

- A. Rates and charges for special construction will be provided as set forth in Section 5 of the Access Services Tariff.
- B. Special Construction is that construction undertaken:
  - 1. Where service components are not presently available, and there is no other requirement for the service components so constructed.
  - 2. Of a type other than that which the Company would normally utilize in the furnishing of its services.
  - 3. Over a route other than that which the Company would normally utilize in the furnishing of its services.
  - 4. In a quantity greater than that which the Company would normally construct to serve the customer's needs.
  - 5. On a temporary basis until permanent service components are available.
  - 6. Involving abnormal costs.
  - 7. In advance of the normal construction on an expedited basis.

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**APPLICATION OF RATES (Cont'd)**

3.4 Special Construction (Cont'd)

- C. A request for charges for special construction will be subject to a special Quotation Charge for the Direct administrative and engineering costs associated with the preparation of that particular quotation. The amount of such charges will be credited to the account of the customer when an order for that particular special construction is received within 90 days of the quotation. The customer will authorize, through a designated representative, the request for a quotation before the Company undertakes any work involved in developing such quotations.

3.5 Business Rate Application

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

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

3.6 Residential Rate Application

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

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

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**APPLICATION OF RATES (Cont'd)**

**3.7 Charges Based on Duration of Use**

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

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

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

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

3.7.3 Timing terminates on all calls when the call is disconnected.

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

**3.8 Rates Based Upon Distance**

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

3.8.1 "V and H Coordinates"

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

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

**APPLICATION OF RATES (Cont'd)**

3.8 Rates Based Upon Distance (Cont'd)

3.8.1 "V and H Coordinates" (Cont'd)

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

G. FORMULA

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

3.9 Travel Charge

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

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

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**SERVICE CONNECTION CHARGES**

4.1 Description

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

4.1.1 Service Connection Charge

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

4.1.2 Non-Recurring Charge

The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

4.1.3 Travel Charge

A Non-Recurring Charge related to work performed on the Company side of the Demarcation Point at the Customer's Premises by the Company or a Company representative.

4.1.4 Customer Owned Equipment Trouble Isolation Charge

A Non-Recurring Charge of \$37 that applies for each repair visit to the Customer's Premises or the premises of any other customer where the service difficulty or trouble results from the use of equipment or facilities on the customer's side of the demarcation point. This charge will only apply when a Network Interface Device has been installed. For those circumstances where a Network Interface Device has not been installed, a Customer Owned Equipment Trouble Isolation Charge of \$5.00 will apply.

4.2 General Regulations

4.2.1 Provisioning Hours

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

4.2.2 Additional Charges

Service Connection Charges are in addition to other rates and Non-Recurring Charges normally applying under the Tariffs. Non-Recurring Charges associated with specific Services are identified under each Tariff paragraph where the rate is applied. Service Connection Charges also apply in addition to construction charges.

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**SERVICE CONNECTION CHARGES (Cont'd)**

4.2 General Regulations (Cont'd)

4.2.3 Non-Applicability

Service Connection Charges do not apply to moves or changes required for the proper maintenance of Service.

4.3 Application of Rates

4.3.1 Service Connection Charges

The following list identifies major Service categories for Service Connection Charges and the associated rates.(1)

	<u>Residence</u>	<u>Business</u>
Charge to change class of service, Per access line		
- Residence to Business		\$12.25
- Business to Residence	\$11.25	

4.3.2 Travel Charges

The Travel Charges outlined below apply whenever a Customer Premises visit is required, at the Customer's request in connection with regulated Services.(2) These charges apply for work done during normal business hours and days. If Customer requests that overtime labor is performed at hours or days, or on holidays, or interrupts work once begun, an additional charge based on the additional costs involved applies.

Time Sensitive Charge Plan	<u>Charge</u>
Initial period First 15 minutes, or fraction thereof	\$39.50
Additional 15 minutes or fraction thereof	14.25

- (1) Only one (1) Service Connection Charge applies per order issued.  
(2) This charge applies for installing, rearranging, changing, moving or removing network terminating wire or cable, and for installing, rearranging, changing, moving or removing standard network interface or additional terminations of existing access lines.

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**FRAME RELAY DIGITAL SERVICE (1)**

5.1 Description and Application of Services

- 5.1.1 Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Based on ANSI (American National Standards Institute) and CCITT (Committee Consulate de International Telegraphique et Telephonique) standards for Frame Relay, each frame is passed to the Frame Relay network with an address that specifies the virtual connection.
- 5.1.2 Variable frame length capability is useful in communications between asynchronous Local Area Networks (LAN) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.
- 5.1.3 This service is available to customers in Local Access and Transport Areas (LATAs) served by AT&T Missouri, herein referred to as the Company.
- 5.1.4 Frame Relay is provided to the customer in the form of the Site Link and the Logical Link. The Site Link forms the local access component which provided the customer access to the customer's Serving Central Office, the interoffice transport within the PMA from the customer's Serving Central Office to the Frame Relay Office, and the termination of those facilities at the Frame Relay Office. The Logical Link consists of the primary addressing associated with the permanent virtual connection between any two Site Links.
- 5.1.5 The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

5.2 Regulations

- 5.2.1 The following rules and regulations are in addition to other rules and regulations as stated in this or other Company tariffs.
  - A. Provision of this service (or provision of any specific element associated with this tariff) is subject to the availability and operational limitations of the equipment and associated facilities.
  - B. A variety of equipment and facilities may be used to provide this service. The Company reserves the right to determine which shall be used and the right to modify and change such equipment at its option.
  - C. No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by customer or user. Furthermore, interruptions of service during any period in which the Company is not afforded access to the premises at which this service is terminated will not receive a credit allowance.

- (1) Effective November 1, 2004, Frame Relay Service offered in this paragraph of the Tariff ("Obsolete Service") is no longer available to Customers who on that date are not subscribers of the Obsolete Service. Customers who on November 1, 2004 are subscribers of the Obsolete Service provided under a Term Pricing Plan (TPP) or on a month-to-month basis retain all existing rights with respect to those services under the terms of this paragraph (e.g., customers may add or rearrange Logical Links).

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Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.2 Regulations (Cont'd)

5.2.1 (Cont'd)

- D. The minimum billing period for this service is one month. If service is discontinued after the first month, during a fractional part of a month, all appropriate charges will be based on the actual number of days the service is furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have 30 days.
- E. This service requires the use of customer-provided equipment which must be compatible with the Company's equipment and facilities and must conform to industry standards for Frame Relay and specifications provided in Technical Publication TP 76642.
- F. Service furnished to one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is no lapse in service and the service is assumed exactly as provided to the previous customer. The new customer must assume all the obligations of the previous customer.
- G. [Reserved for future use]
- H. The Company shall be authorized to discontinue service upon notice from any official charged with the enforcement of the law stating that such service is being used as an instrumentality to violate the law. The customer will be notified immediately by the Company, but such discontinuance of service will not be considered a service interruption for the purpose of credit allowance. Applicable charges will continue to accrue until service is disconnected at the customer's request.

5.3 Service Availability

- 5.3.1 Frame Relay is available within a Primary Market Area (PMA). The PMA will be defined as an exchange area suitably equipped to provide Frame Relay Service. Service outside the PMA (but within the same LATA) is made possible by the distance-sensitive Link Extension. One or more PMAs may be located within a LATA. Extended Area Service (EAS) does not apply nor is an Optional EAS arrangement available for this service.
- 5.3.2 A customer's premises or Serving Central Office need not be in the PMA to subscribe to Frame Relay Service. If the customer is served by an office outside the PMA (but within the same LATA), the customer will be required to subscribe to a Link Extension which will include distance-sensitive charges based on the airline mileage (V-H) from the customer's Serving Central Office to the closest Central Office that is within the PMA.
- 5.3.3 When the customer requires the modification of standard service components not otherwise provided in this tariff, the modification can be furnished by the Company subject to additional regulations, rates and charges as specified for Special Service Arrangements in the Rules and Regulations Applying To All Customer's Contracts paragraph of the General Tariff.

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.3 Service Availability (Cont'd)

- 5.3.4 Special Construction will be provided under the regulations, rates and charges as set forth in 3.4 above. Special Construction is construction undertaken by the Company where facilities are not available and there is no other requirement for the facilities constructed; of a type facility other than that normally used for this service; of a type facility other than that normally used for this service; over a route other than that which would normally be used; in a quantity greater than what the Company would normally construct for the needs of this service; on a temporary basis until permanent facilities are completed; involving abnormal costs or in advance of normal construction on an expedited basis.
- 5.3.5 This service is guaranteed under the terms of this subparagraph to provide an average performance of at least 99.0 percent error-free seconds up to the demarcation point (network interface) of the channel for operation at all transmission speeds offered by this tariff. When Frame Relay Service is operating at an error performance level that is unsatisfactory to the customer, and the Company determines that the error performance level is below that specified above, the period of substandard performance will be considered as an interruption. Any credit allowance shall be based on the time of notice by the customer or user to the Company that an unsatisfactory performance level has occurred, provided that the customer promptly releases the service as requested by the Company to perform testing and maintenance.

5.4 Limitations

- 5.4.1 Logical Links must be associated with at least one Site Link. A customer must subscribe to at least one Site Link to subscribe to a Logical Link.
- 5.4.2 A Site Link can be associated with any number of Logical Links. Since all Logical Links need not be in use at the same time, it is possible for the total bandwidth of all Logical Links associated with one Site Link to exceed the bandwidth of that Site Link. Such a relationship is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for that Logical Link will be available at any point in time.
- 5.4.3 The Logical Link must be ordered at the bit rate equal to the lowest bit rate of the two associated Site Links. The bit rate of the Inter-PMA Additive must be the same as its associated Logical Link.
- 5.4.4 A customer subscribing to a Site Link will be referred to as the Controller of the Site Link. A customer subscribing to a Logical Link need not be the Controller of either Site Link but must have the permission of both Controllers in order to establish a Logical Link between two Site Links.
- 5.4.5 Site Links and Logical Links are ordered and billed independently and can have different customers as Controllers. A request by one customer to disconnect one component does not result in the disconnection of associated components. Only the Controller of a Site Link may authorize a disconnect of that Site Link.

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.4 Limitations (Cont'd)

5.4.6 Logical Links will be provisioned with customer selected Committed Information Rates (CIR). The CIR is the bit rate at which the network commits to transfer data under normal conditions. The customer will indicate a CIR preference at the time the Logical Link is ordered. The CIR cannot exceed the bit rate of the Logical Link. Logical Links purchased prior to the effective date of this tariff sheet will have the CIR set equal to the bit rate of the Logical Link. The customer will be allowed to change the CIR of these Logical Links without incurring a charge.

5.4.7 When multiple Logical Links are associated with one Site Link, the sum of the CIRs on those Logical Links cannot exceed three times the bit rate of the Site Link. This condition is referred to as oversubscription and when oversubscription occurs, there can be no guarantee that the bandwidth defined for any of those Logical Links will be available.

5.5 Responsibility of the Customer

5.5.1 Where Frame Relay Service is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of the Company employees or the public; damage, harm, require change in or alteration of the equipment or other services of the Company; interfere with the proper operation of the Company's equipment or otherwise injure the public in its use of the Company services. Upon notice from the Company that the equipment provided by customer or user in causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

5.5.2 The customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the Frame Relay service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.

5.5.3 It shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment that is used in conjunction with the Frame Relay Service.

5.5.4 Registration Program - Effective June 30, 1987, the Federal Communications Commission's Part 68 Rules and Regulations were amended to require registration of customer-provided equipment that directly connected to subrate and 1.544 Mbps digital services after that date. The equipment or system must also comply with the requirements of the Technical Reference Publication 62411.

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.5 Responsibility of the Customer (Cont'd)

5.5.5 The customer shall be responsible for obtaining permission for Company agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the service components of the Company.

5.5.6 The customer shall be responsible for the payment of a nonrecurring Customer Owned Equipment Trouble Isolation Charge as found in the General Tariff section for each repair visit to a premises of the customer or the premises of any other customer where the service difficulty or trouble results from the use of equipment or service components provided by the customer.

5.6 Responsibility of the Company

5.6.1 The responsibility of the Company shall be limited to furnishing network equipment suitable for Frame Relay service and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer-provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.

5.6.2 The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting Frame Relay service to the technological requirements of any specific customer equipment.

5.6.3 When a customer orders a Logical Link which is relayed to other Local Exchange Carriers or other Frame Relay networks, the Company will provide advisory assistance as a part of the establishment of this Logical Link.

5.6.4 The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of Frame Relay Service render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

5.6.5 The Company undertakes the responsibility to maintain and repair the service which it furnishes. Network equipment installed by the Company on the customer's premises shall be and remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without prior written consent by the Company.

5.6.6 The Company, by written notice to the customer, may immediately discontinue the furnishing of Frame Relay service without incurring liability upon nonpayment of any sum due to the Company or a violation of any condition governing the furnishing of service.

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.6 Responsibility of the Company (Cont'd)

5.6.7 The Company has the service responsibility up to and including the network interface. The network interface will be provided by the Company as set forth in Technical Reference PUB 62411.

5.6.8 The placement of the network interface shall be located in a manner consistent with the federal and state regulatory requirements, as set forth in the definition of Demarcation Point in Paragraph 2.1, preceding.

5.7 Application of Charges

5.7.1 Rates and charges for the Site Link will include a recurring monthly charge and a nonrecurring service charge and are based on the available transmission speeds (bit rates). The Site Link is available in three bit rates, 56 Kbps, 384 Kbps and 1.536 Mbps.

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

5.7.3 A Link Extension will consist of a flat rate monthly charge and a monthly distance-sensitive charge. These charges are in addition to the monthly charge for the associated Site Link.

5.7.4 A Nonrecurring Service Charge will be assessed with each customer- requested change in the transmission speed of the Site Link or Logical Link; or for a new Site Link or Logical Link at the new speed; or for a change in the Committed Information Rate (CIR) of a Logical Link.

5.7.5 The application of Nonrecurring Service Charges as found in Paragraph 5.8 of this tariff are as follows:

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

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

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.7 Application of Charges (Cont'd)

5.7.6 Rate Application for the 816 LATA

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

The Site Link will be ordered from the tariff of the state in which the Serving Central Office associated with the Site link is located.

Link Extensions cannot cross state jurisdictional boundaries (i.e., the serving Central Office of the Site Link and the nearest Central office inside the PMA must both be in the same state jurisdiction).

A Logical link which is defined for Site Links in two jurisdictions will be assessed one-half of the Kansas Logical Link rate and one-half of the Missouri Logical link rate (USOC Codes LCN58, LCN68 and LCN88 to be used for this application). This applies to nonrecurring charges as well as monthly rates.

**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.8 Rates and Charges

5.8.1 Site Links

Nonrecurring Service Charges

	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Unit</u>	<u>Additional Unit</u>
56 Kbps (UNI)	LOK5X	\$164.25	\$324.00	\$249.00
384 Kbps (UNI)	LOK6X	292.50	570.00	368.00
1.536 Mbps (UNI)(1)(3)	LOK8X	572.50	570.00	368.00
1.536 Mbps (NNI)(1)(3)	LOKNX	572.50	570.00	368.00

5.8.2 Link Extensions (2)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Monthly Charge/Mile</u>
56 Kbps	FCE5X	\$50.00	\$0.85
384 Kbps	FCE6X	53.00	18.50
1.536 Mbps (1)	FCE8X	53.00	18.50

5.8.3 Network Links (4)

56 Kbps	NLZ5X	60.00	0.75
384 Kbps	NLZ6X	245.00	17.70
1.536 Mbps (1)(4)	NLZ8X	585.00	17.70

- (1) Network capabilities in some locations may be initially limited to providing maximum of 1.344 Mbps.
- (2) A Link Extension is assessed both the Monthly Base Rate and the Monthly Charge per Mile which is calculated using the distance from the Customer's Serving Central Office to the nearest Central Office that is located within the PMA. These charges are in addition to the monthly charge for the associated Site Link. The Link Extension must be associated with and ordered at the same time as the Site Link.
- (3) The 1.536 Mbps Site Link is the same facility regardless of whether NNI or UNI protocols are selected. The protocols differ only in the way the customer's equipment interconnects to the network.
- (4) A Network Link is assessed both the Monthly Base Rate and the Monthly Charge per Mile which is calculated using the distance from the two closest offices in the two PMAs being connected. A Network Link must be associated with and ordered at the same time as one or more Logical Links.

Issued: November 28, 2011

Effective: December 28, 2011

**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.8 Rates and Charges (Cont'd)

5.8.4 Logical Links

Nonrecurring Service Charges

	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Unit</u>	<u>Additional Unit</u>
56 Kbps	LCN5X	\$8.00	\$162.00	\$125.00
384 Kbps	LCN6X	20.00	162.00	125.00
1.536 Mbps (1)(2)	LCN8X	50.00	162.00	125.00

5.8.5 Inter-PMA Additive per Logical Link (3)

	<u>USOC</u>	<u>Monthly Rate</u>
56 Kbps	10XQX	\$12.00
384 Kbps	10XRX	32.00
1.536 Mbps (2)	10XSX	130.00

- (1) A Network Link is assessed for both the Monthly Base Rate and the Monthly Charge per mile which is calculating using the distance from the two closest offices in the two PMAs being connected. A Network Link must be associated with and ordered at the same time as the Logical Links.
- (2) Network capabilities in some locations may be initially limited to providing maximum of 1.344 Mbps.
- (3) The Inter-PMA Additive is applied to each Logical Link that defines a path between two PMAs within a LATA but is not associated with a Network Link. This additive is an alternative to purchasing a Network Link.

Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
 May 1, 2014  
 Missouri Public  
 Service Commission  
 JI-2014-0391

By JOHN SONDAG, President - Missouri  
 St. Louis, Missouri

**FILED**  
 Missouri Public  
 Service Commission  
 JI-2012-0238

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.9 Term Pricing Plan

5.9.1 General

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

5.9.2 Services Available Under FRS-TPP

A customer may elect to participate in FRS-TPP for the following rate elements :

- Site Link
- Logical Link
- Link Extension (Fixed and Per Mile)
- Network Link (Fixed and Per Mile)
- Inter-PMA Additive

5.9.3 Terms and Conditions

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

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.9 Term Pricing Plan (Cont'd)

5.9.4 Changes to Pricing Plans

- A. At any time, the customer may request existing FRS provided on a monthly rate basis to be converted to a FRS-TPP.
- B. Prior to the expiration of the Initial Service Period or Extended Service Period, as described in 5.9.5 (Renewal), the customer may convert existing FRS-TPP services to a new FRS-TPP Initial Service Period without incurring termination charges provided the new Initial Service Period is equal to or greater than the original Initial Service Period.

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

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

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

5.9.5 Renewal

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

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.9 Term Pricing Plan (Cont'd)

5.9.6 Upgrade in Service

- A. A customer may upgrade FRS-TPP service to a higher FRS transmission speed (e.g. 56 Kbps FRS to 384 Kbps or 1.536 Mbps FRS; or 384 Kbps FRS to 1.536 Mbps FRS); other ASI or SWBT services of equal or greater transmission speed (e.g. 56 Kbps FRS to 56 Kbps MegaLink II Service or 384 Kbps/1.536 Mbps FRS to 1.544 Mbps MegaLink III Service) without incurring termination charges provided all of the following conditions are met:
- the new service is provided solely by Southwestern Bell Telephone Company (SWBT),
  - the new service is provided to the same customer location as the discontinued service. For Logical Links, the service must be provided between the same two locations,
  - the customer's request for disconnection of the existing service and the request for new service are received at the same time,
  - for FRS or other ASI or SWBT services at a greater transmission speed, the new service must establish a new FRS-TPP Initial Service Period effective on the service date, and
  - for other Company or SWBT services at equal or greater transmission speed, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.
- B. In the event an order to upgrade service does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.
- C. The monthly rates for the new services will be those in effect at the time the service is changed. All nonrecurring charges associated with service installation will apply to the new service.

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**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.9 Term Pricing Plan (Cont'd)

5.9.7 Moves to New Location

- A. A customer with an existing FRS-TPP service may move the existing service to a new location, or move and upgrade to a greater transmission speed FRS, or move and change the FRS to another Company service of equal or greater transmission speed without incurring termination charges provided all of the following conditions are met:
- the new service is provided solely by the Company,
  - the new location is within the same LATA and served by the same FRS Primary Market Area (PMA),
  - the customer's request for disconnection of the existing and the request for new service are received at the same time,
  - the due date of the new connect order must be within 30 days of the due date of the disconnect order,
  - the new service has a transmission speed equal to or greater than the transmission speed of the service being disconnected,
  - for Logical Links, the move must be associated with the move of one or more associated Site Links.
  - for FRS at the same transmission speed, the new service maintains the existing Initial Service Period at the new location or establishes a new Initial Service Period equal to or greater than the original Initial Service Period at the old location,
  - for FRS at a greater transmission speed, the new service establishes a new FRS Term Pricing Plan Initial Service Period effective on the service date.
  - for other Company services of equal or greater transmission speed, the total monthly rate of the new service is equal to or greater than the total monthly rate of the existing service being discontinued.
- B. In the event an order to move service provided under FRS-TPP does not meet one or more of the conditions above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All termination charges will apply.
- C. Except as noted above, the monthly rates for the new service will be those in effect at the time the service is changed. All nonrecurring charges associated with the establishment of the new service will apply.

5.10 Term Pricing Plan - Rate Applications

5.10.1 Nonrecurring Charges

- A. The nonrecurring charges as described in 5.7.4 and 5.7.5 will apply for new services ordered under FRS-TPP.
- B. If the customer chooses to convert existing Frame Relay Service provided on a monthly rate basis to a FRS-TPP, no nonrecurring charges will apply.
- C. If the customer chooses to convert an existing service provided on a FRS-TPP to a monthly rate basis or another FRS-TPP, no nonrecurring charges will apply. However, FRS-TPP termination charges may also apply.

**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.10 Term Pricing Plan - Rate Applications (Cont'd)

5.10.2 Termination Charges

- A. Customers requesting to discontinue services provided under a FRS-TPP, prior to the expiration of the Initial Service Period, will incur termination charges as follows:

<u>FRS-TPP Initial Service Period</u>	<u>Termination Percentage</u>
3 Years	50%
5 Years	50%

- B. The termination charge for an Initial Service Period will be calculated as follows:

$$\begin{matrix} \text{(Billed} & & \text{Months} & \text{)} \\ \text{(monthly} & \times & \text{remaining in} & \text{)} \\ \text{(rate} & & \text{service period} & \text{)} \end{matrix} \times \begin{matrix} \text{Termination} \\ \text{percentage} \end{matrix}$$

Example: A customer with a \$1,000 FRS-TPP monthly rate terminates service with 5 months remaining in a 3-year service period. The termination charge would be calculated as follows:

$$(\$1,000 \times 5) \times .50 = \$2,500$$

In the event service is discontinued prior to the expiration of an Extended Service Period, termination charges will apply.

- C. The termination charge for an Extended Service Period will be calculated as follows:

$$\begin{matrix} \text{Number of months} & & \text{(Current} & & \text{FRS-TPP)} \\ \text{used of Extended} & \times & \text{(Monthly} & - & \text{Monthly)} \\ \text{Service Period} & & \text{(Rate} & & \text{Rate)} \end{matrix}$$

Example: A customer with a \$1,000 FRS-TPP monthly rate extends the FRS-TPP for an additional 12 months, then terminates service at the end of the 4th month of the Extended Service Period. The current monthly tariffed rate is \$1,200. The termination charge will be calculated as follows:

$$4 \times (\$1,200 - \$1,000) = \$800$$

- D. No Termination Charges will apply after the Initial Service Period or Extended Service Period has elapsed.
- E. If Special Construction was applied to the service being terminated, any Termination Charges associated with the Special Construction will also apply.

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ADVANCED SERVICES TARIFF**

Southwestern Bell Telephone  
Company d/b/a AT&T Missouri

Section 2  
Original Sheet 48

**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.11 Term Pricing Plan – Rates and Charges

	<u>USOC</u>	<u>3 Year Rate Per Month</u>	<u>5 Year Rate Per Month</u>
5.11.1 Site Links			
56 Kbps	LOK5X	\$140.25	\$134.39
384 Kbps	LOK6X	251.40	235.65
1.536 Mbps (1)(3)(UNI)	LOK8X	513.40	482.65
1.536 Mbps (1)(3)(NNI)	LOKNX	513.40	482.65
5.11.2 Link Extensions (2)			
<u>Fixed</u>			
56 Kbps	FCE5X	50.00	47.50
384 Kbps	FCE6X	47.75	44.90
1.536 Mbps (1)	FCE8X	47.75	44.90
<u>Per Mile</u>			
56 Kbps	FCE5X	0.75	0.71
384 Kbps	FCE6X	16.30	15.30
1.536 Mbps (1)	FCE8X	16.30	15.30
5.11.3 Network Links (4)			
<u>Fixed</u>			
56 Kbps	NLZ5X	51.00	48.00
384 Kbps	NLZ6X	225.00	210.00
1.536 Mbps (1)	NLZ8X	575.00	565.00
<u>Per Mile</u>			
56 Kbps	NLZ5X	0.75	0.71
384 Kbps	NLZ6X	16.30	15.30
1.536 Mbps (1)	NLZ8X	16.30	15.30

See Sheet 49 for Footnotes

Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

**FRAME RELAY DIGITAL SERVICE (Cont'd)**

5.11 Term Pricing Plan – Rates and Charges (Cont'd)

	<u>USOC</u>	<u>3 Year Rate Per Month</u>	<u>5 Year Rate Per Month</u>
5.11.4 Logical Links			
56 Kbps	LCN5X	6.00	4.00
384 Kbps	LCN6X	16.00	14.00
1.536 Mbps (1)	LCN8X	48.00	46.00
Inter-PMA Additive, per Logical Link (5)			
56 Kbps	10XQX	10.00	8.00
384 Kbps	10XRX	31.00	29.00
1.536 Mbps (1)	10XSX	118.00	113.00

- (1) Network capabilities in some locations may be initially limited to providing a maximum of 1.344 Mbps.
- (2) A Link Extension is assessed both the Monthly Base Rate and the Monthly Charge per mile which is calculated using the distance from the Customer's Serving Central Office to the nearest Central Office that is located within the PMA. These charges are in addition to the monthly charge for the associated Site Link. The Link Extension must be associated with and ordered at the same time as the Site Link.
- (3) The 1.536 Mbps Site Link is the same facility regardless of whether NNI or UNI protocols are selected. The protocols differ only in the way the customer's equipment interconnects to the network.
- (4) A Network Link is assessed both the Monthly Base Rate and the Monthly Charge per Mile which is calculated using the distance from the two closest offices in the two PMAs being connected. A Network Link must be associated with and ordered at the same time as one or more Logical Links.
- (5) The Inter-PMA Additive is applied to each Logical Link that defines a path between two PMAs within a LATA but is not associated with a Network Link. This additive is an alternative to purchasing a Network Link.

Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

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**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (1)**

6.1 Description and Application of Service

6.1.1 General

This paragraph covers arrangements that are provided only to qualified customers located in an exchange area served by the Company, for use only by educational institutions in Missouri. Arrangements terminating at a non-Company locations will be provided pursuant to the regulations, rates and charges of the other Telecommunications Company for the portion of the arrangement terminating at the non-Company location.

This service is intended for the exclusive use and purchase by educational institutions to improve the education system in Missouri and encourage economic development.

The rules and regulations of this tariff paragraph are in addition to other rules and regulations as stated in this and other Company tariffs.

6.1.2 Definitions

For the purpose of this tariff, the following definitions shall apply:

Cluster - A group of at least two, and no more than twelve schools that are located within the same geographical area, share an educational community of interest, a desire to share classroom resources and have agreed through a mutual agreement, pact, or consortium arrangement to join together for purposes of purchasing distance learning service via this tariff.

Control Site - One school site within a cluster of schools that is designated by the school district, college, university and/or other organized group of schools for the purpose of establishing video conferences within a cluster of schools.

Control System - A control system permits a control site within a cluster to control and arrange connections to the Broadband Educational Videoconferencing Service.

Educational Institution - An educational institution shall be defined as an accredited public or private school in the state of Missouri. Private schools must be accredited by either the Missouri Chapter of the National Federation of Non-Public Schools Accrediting Association, Independent Schools Association of The Central States, Accrediting Association of Bible Colleges, North Central Association of Colleges and Schools, Distance Education and Training Council, and/or the University of Missouri - Columbia. Public schools must be accredited by the Department of Elementary and Secondary Education for the State of Missouri and/or the North Central Association of Colleges and Schools.

- (1) Effective April 1, 2004, Broadband Educational Videoconferencing Service offered in this Tariff ("Obsolete Service") is no longer available to Customers who on that date are not subscribers of the Obsolete Service. Customers who on April 1, 2004, are subscribers of the Obsolete Service may transfer or assign such Obsolete Services, as outlined in Paragraph 2.12.5. All such changes will be made pursuant to the terms and conditions of this Tariff.

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**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.1 Description and Application of Service (Cont'd)

6.1.2 Definitions (Cont'd)

Facility Sector - A geographic area as defined by the Company for the purpose of provisioning Broadband Educational Videoconferencing Service. Facility sectors within a LATA basically consist of the local toll centers and their subtending offices.

Megacell - A megacell is one million Asynchronous Transfer Mode (ATM) cells.

School Site - A building or buildings used predominately by one education institution or district in its educational efforts.

6.1.3 Provision of Service

- A. Broadband Educational Videoconferencing Service provides the near television broadcast quality (Quality 1) video and audio arrangements for point-to-point, multipoint (three or four classrooms) and broadcast conferences (one site able to communicate on a one-way basis with other sites) and interconnectivity to private networks and interexchange carriers at business conference quality comparable to 1.544 Mbps (Quality 2). Point-to-point and multipoint conferences are fully interactive continuous presence, i.e., all sites continuously see and hear all other sites.
- B. A cluster of schools shall be determined by the appropriate school administration(s) or district(s) in conjunction with the Company. All sites within a cluster must be located in a single facility sector. More than one school site within a cluster of schools can be designated as a control site for the purpose of establishing video conferences within the cluster, however, only one school site can function as a control site at any given time. The control site is designated by the school district or cluster of schools and must be a subscriber to Broadband Educational Videoconferencing Service within the cluster.

At the control site, the subscriber must provide a personal computer equipped with an Ethernet interface (IEEE 802.3,10baseT) and X-Windows type software to directly access the scheduling system for the cluster. In addition, each site in the cluster may have a personal computer connected to the network, if desired, for scheduling purposes only, with no additional charges for the connectivity.

- C. Broadband Educational Videoconferencing Service provides the required transport, network channel terminating equipment and associated software for A. and B., preceding.

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**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.1 Description and Application of Service (Cont'd)

6.1.3 Provision of Service (Cont'd)

D. Broadband Educational Videoconferencing Service is available in two configurations, Quad Split Mode and MultiMonitor Mode.

1. Quad Split Mode

Quad Split Mode provides for a single video and audio signal on multipoint conferences that is divided into four equal quadrants on a monitor(s). Three of the quadrants display a remote classroom. The fourth quadrant is dedicated to a display of the video signal from the on-site classroom. The person in charge of the conference has the ability to control the video signal sent to the remote class sites. Quad Split Mode allows for only one multipoint conference at any one time. Point-to-point conferences may be held concurrently with a multipoint conference and are full screen at each location. A Quad Split Mode cluster arrangement is limited to a maximum of nine participants.

2. MultiMonitor Mode

MultiMonitor Mode provides for video and audio signals to be broadcast over the Broadband Educational Videoconferencing Service network from each classroom on a multipoint conference to all other multipoint classrooms on the same conference. A video and audio signal is received at each participating classroom from each participating classroom, at up to three remote sites. These signals can be displayed on individual monitors or input to a customer-provided quad-split amplifier for display as indicated in A. above. Multiple multipoint conferences may take place concurrently with multiple point-to-point conferences or any combination of the two on an intra-cluster basis. Only one multipoint conference can take place at any one time on an inter-cluster basis. MultiMonitor Mode clusters are limited to twelve participants.

E. Connectivity

Connectivity of Broadband Educational Videoconferencing Service may be provided as follows:

1. Intra-Cluster Connectivity

Broadband Educational Videoconferencing Service provides the capability of connectivity between schools in a cluster as an inherent feature of the service. Intra-cluster connectivity is established by the designated control site during establishment and/or rearrangement of a video conference. The customer has two service configurations to choose from as described in 6.1.3, D., preceding. Each school site must purchase an intra-cluster channel termination at the rates found in 6.2.2, A. 1., following.

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**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.1 Description and Application of Service (Cont'd)

6.1.3 Provision of Service (Cont'd)

E. Connectivity (Cont'd)

2. Inter-Cluster Connectivity

Conferences may be established between clusters. At the option of the Company, the customer will be provided with the capability to either establish conferences between clusters by contacting the Company Broadband Educational Videoconferencing Service Control Center and providing the appropriate information to establish the connection, or establish the conference via direct access to the scheduling system. Connect charges and usage charges will apply as found in 6.2.2, A.2., following.

3. Connectivity to Sites in Independent Telephone Company Areas

Connectivity with a Company BEVS cluster for Quality 1 video and audio arrangements, may be made to sites in Independent Telephone Companies. This connectivity may be made only when the sites being connected are all located within the same facility sector as the Company cluster hub. Rates are as found in 6.2.2.A.2 following. The rates and charges for these connections will be for the facilities to the last Company serving office. Rates and charges for the facilities required to connect the last Company serving office to the Independent Company meet point will be provided via an Individual Case Basis (ICB) arrangement. These ICBs will be priced above incremental unit cost but with no more than 5% contribution.

Connectivity with a Company BEVS cluster for Quality 2 business conference quality comparable to 1.544 Mbps, may be made to sites in Independent Telephone Companies, and will be provided via an Individual Case Basis (ICB) arrangement. These ICBs will be priced above incremental cost but with no more than 5% contribution. Conferences may then be established between Broadband Educational Videoconferencing Service cluster(s) and a customer site located in an Independent Telephone Company area.

At the option of the Company, the customer may establish conferences between clusters by contacting the Company Broadband Educational Videoconferencing Service Control Center and providing the appropriate information to establish the connection, or establish the conference via direct access to the scheduling system.

4. Connectivity to Private Networks or Interexchange Carriers (IXCs)

Connectivity between a Broadband Educational Videoconferencing Service cluster(s) and a private network or an LXC may be provided at 1.544 Mbps via the rates provided in 6.2.2, following. Requests for connectivity in excess of 1.544 Mbps may be provided via an ICB arrangement. At the option of ASI, the customer may establish conferences between clusters by contacting the Company Broadband Educational Videoconferencing Service Control Center and providing the appropriate information to establish the connection, or establish the conference via direct access to the scheduling system.

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**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.1 Description and Application of Service (Cont'd)

6.1.3 Provision of Service (Cont'd)

F. Ethernet Option

Broadband Educational Videoconferencing Service (BEVS) provides, as an option, Wide Area Network (WAN) connectivity within the BEVS LATA service area. This optional service is provided via a dedicated native Ethernet bit rate (10 Mbps, maximum capacity) and interface connection on the customer's premises. As potentially a part of a larger Ethernet Local Area Network (LAN) on the customer's premises, the BEVS Ethernet option monitors all transmitted frames on the customer's LAN and recognizes when an Ethernet frame is destined for an address that is not local to the customer's LAN. Such remote LAN traffic routes through the Company BEVS network to the appropriate remote Ethernet interface and is in turn delivered to the remote LAN for subsequent delivery to the appropriate address. The specifications employed on this option follow the IEEE 802.3 Ethernet standard.

Charges apply as found in 6.2.2, A.6, following.

- G. The subscriber to Broadband Educational Videoconferencing Service is responsible for the video hardware and software at all school sites in the cluster, including but not limited to, cameras, monitors, control systems and physical classroom preparation.
- H. Broadband Educational Videoconferencing Service will be located on the customer's premises at a point that is within 100 feet of the customer's equipment.
- I. The subscriber to Broadband Educational Videoconferencing Service is responsible for the provisioning of sufficient space to house the customer premises electronics, including, but not limited to, accessibility for Company personnel for maintenance and repair, proper temperature control, and easily accessible power sources.

6.1.4 Authorized Use

Broadband Educational Videoconferencing Service may be used for the transmission of communications (audio and video) for other purposes in conjunction with the customer's rental or lease of its educational facilities where the service terminates and where the customer's video studio equipment is located. Use of Broadband Educational Videoconferencing Service for such purposes is allowed upon payment to the Company of the hourly charge set out in 6.2.2, A.7.

6.1.5 Resale of Use to Others

Broadband Educational Videoconferencing Service shall not be used for any purpose for which payment or other consideration, direct or indirect, shall be received by the customer, except as outlined in 6.1.4 above.

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**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.2 Rate Regulations

6.2.1 General

A. Channel Termination

A channel termination provides for the communications path between a customer designated premises and the serving wire center for that premises within a cluster. One channel termination charge applies per customer designated premises at which the channel is terminated. Rates and charges are as found in 6.2.2 A. 1., following.

B. Connect Charges

A connect charge applies per school site for certain connections to Broadband Educational Videoconferencing Service conferences. Rates and appropriate applications are found in 6.2.2, following.

C. Minute of Use Charges

A rate per minute of use applies per school site for certain connections to Broadband Educational Videoconferencing Service conferences. Rates and appropriate applications are found in 6.2.2, following.

D. Service Connection Charges

Service Connection Charges do not apply to Broadband Educational Videoconferencing Service.

E. Minimum Service Period

The minimum service period for Broadband Educational Videoconferencing Service is 5 years. Customers requesting to discontinue services provided in this paragraph of the tariff, any time after one year of service and prior to the expiration of the service period, will incur termination charges calculated as follows: billed monthly rate X number of months remaining in the service period X a 50% Termination Percentage. Customers requesting to discontinue services prior to one year will incur termination charges calculated as above with a Termination Percentage of 100% for the months remaining in the first year and 50% for the remainder of the minimum service period.

F. Suspension of Service

Customer initiated suspension of service is not available with Broadband Educational Videoconferencing Service.

G. Prepayment Option

Reserved For Future Use

**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.2 Rate Regulations (Cont'd)

6.2.1 General (Cont'd)

H. Additional Rates and Regulations

Rates and regulations for Broadband Educational Videoconferencing Service are in addition to applicable rates and regulations in other tariffs for services used in conjunction with Broadband Educational Videoconferencing Service.

I. Authorized Use in Conjunction with Lease or Rental of Customer's Facilities

The charge for authorized use in conjunction with the lease or rental of the customer's facilities will be applied on an hourly basis for each hour of network usage for each channel termination in use.

6.2.2 Rates and Charges

A. Broadband Educational Video Service

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge (1)</u>
1. Intra-Cluster Channel Termination, per site			
- Quad Split	ETNQD	\$1,371.00	\$350.00
- MultiMonitor Mode	ETNMD	1,371.00	350.00
2. Connectivity to an Independent Telephone Company (2)			
- Quality 1	EDU	756.00	350.00
- Quality 2		ICB	ICB

- (1) Nonrecurring charges do not apply to the initial installation, but do apply to subsequent moves of a channel termination from one cluster to another within a facility sector. Moves of channel terminations that require a change of facility sector will be done on an ICB basis.
- (2) Rates apply for facilities to the last Company serving office.

Issued: November 28, 2011

Effective: December 28, 2011

CANCELLED  
May 1, 2014  
Missouri Public  
Service Commission  
JI-2014-0391

By JOHN SONDAG, President - Missouri  
St. Louis, Missouri

FILED  
Missouri Public  
Service Commission  
JI-2012-0238

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**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.2 Rate Regulations (Cont'd)

6.2.2 Rates and Charges (Cont'd)

A. Broadband Educational Video Service (Cont'd)

	<u>Connect Charge</u>	<u>Rate Per Minute of Use</u>
3. Inter-Cluster Connectivity		
- Digital to Digital		
- Quality 1	\$5.00	\$0.32
4. Connectivity to a private network		
- Quality 2	5.00	0.32
- Quality 1	ICB	ICB
5. Connectivity to an Interexchange Carrier		
- Quality 2	5.00	0.32
- Quality 1	ICB	ICB

**BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE (Cont'd)**

6.2 Rate Regulations (Cont'd)

6.2.2 Rates and Charges (Cont'd)

A. Broadband Educational Video Service (Cont'd)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge (1)</u>	
6. Ethernet Option				
a. Intra-Cluster Channel Termination	ETNED	\$82.00	First \$25.00	Add'l \$3.00
	<u>Connect Charge</u>	<u>Rate Per Megacell of Use (2)</u>	<u>Nonrecurring Charge</u>	
			<u>Initial Order</u>	<u>Subsequent Order</u>
b. Inter-Cluster Connectivity	None	\$0.165	First \$35.00 Add'l 3.00	\$25.00 3.00
c. Connectivity to a private network	ICB	ICB	ICB	
d. Connectivity to a Interexchange Carrier	ICB	ICB	ICB	
7. Authorized use in conjunction with Lease or Rental of Customer's Facilities				
- Authorized Use (per hour or fraction thereof)				\$10.00

- (1) Nonrecurring charges do not apply to the initial installation, but do apply to subsequent orders per move and/or address change.  
 (2) Applies to both originating and terminating traffic.

Issued: November 28, 2011

Effective: December 28, 2011

**CANCELLED**  
 May 1, 2014  
 Missouri Public  
 Service Commission  
 JI-2014-0391

By JOHN SONDAG, President - Missouri  
 St. Louis, Missouri

FILED  
 Missouri Public  
 Service Commission  
 JI-2012-0238