## ADOPTION NOTICE

**SBC ADVANCED SOLUTIONS, INC.**

**d/b/a AT&T ADVANCED SOLUTIONS**

SBC Advanced Solutions, Inc. ("ASI) hereby files this "Adoption Notice" in order to inform the Missouri Public Service Commission (MPSC) that it registered the assumed name "AT&T Advanced Solutions" with the Missouri Secretary of State (Certificate No. X00698924) and herewith provides its MO. P.S.C. No. 1 reflecting said changes.

This Adoption Notice also reflects the Director's change of address from 300 Convent, 19th Floor, San Antonio, Texas 78205 to the current address listed below.

No other changes, additions, or cancellations have been made to ASI's MO. P.S.C. No. 1.



By:

John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
1010 N. Saint Mary's, 13th Floor
San Antonio, Texas 78215

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XN-2006-0308

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

SBC ADVANCED SOLUTIONS, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by SBC Advanced Solutions, Inc.("ASI") within the State of Missouri, with principal offices at 1010 N. St. Mary's, Room 1400, San Antonio, Texas 78215. This tariff is on file with the Missouri Public Service Commission ("Commission"), and copies may be inspected, during normal business hours at ASI's principal place of business.

ASI operates as a competitive telecommunications company within the State of Missouri.

The company operates primarily as a facilities-based provider of Service; however, it reserves the right to resell services of another carrier to meet customer needs.

The rates and regulations contained in the Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company.

The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

The provision of Services are subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariff.

The Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the company.

At its discretion, the Company will provide Services requested by Customers which are not included in this Tariff, depending on equipment and facility availability and economic considerations. Pricing for these Services will be accomplished on a Customer specific contract.

This Tariff is applicable to Business and Residential Customers as provided herein.

This Tariff is obsolete as of November 1, 2004. Customers provided Service pursuant to this Tariff will be grandfathered pursuant to the terms contained in Sections 5 and 6.

Services currently offered by SBC Advanced Solutions, Inc. can be found in its Missouri P.S.C. No. 3.

Issued: January 31, 2006

Effective March 2, 2006

By John S. Habeeb – Director Regulatory
SBC Advanced Solutions, Inc.
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EXPLANATION OF SYMBOLS

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

C – Changed regulation

D – Delete or discontinue

I – Change resulting in an increase to a customer's bill

M – Moved from another tariff location

N – New

R – Change resulting in a reduction to a customer's bill

T – Change in text or regulation

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## STATEMENT OF COMPETITIVE CARRIER STATUS

SBC Advanced Solutions, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived.

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### 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

| | |
|---|---|
| 4CSR 240-10.020 | Depreciation |
| 4CSR 240-30.010(2)(C) | Rate schedules |
| 4CSR 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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By REBECCA DE LA CRUZ, Vice President-Customer Services
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1. 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 SBC Advanced Solutions, Inc.

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.

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1. DEFINITIONS-(Continued)

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

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

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

DSL: Digital Subscriber Line.

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

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

FCC: Federal Communications Commission.

Holidays: 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.

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1. DEFINITIONS-(Continued)

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.

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.

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1. DEFINITIONS-(Continued)

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.

2. 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 the SBC Advanced Solutions, Inc. Customers.

2.1.2 Shortage of Equipment and Facilities

Service is offered subject to the availability of facilities, equipment, or systems; the Company's ability to fulfill the request for Service; and the provisions of this 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.

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2. REGULATIONS-(Continued)

2.1 Undertaking of the Company-(Continued)

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.

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.

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2. REGULATIONS-(Continued)

2.1 Undertaking of the Company-(Continued)

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.

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.

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2. REGULATIONS-(Continued)

2.1 Undertaking of the Company-(Continued)

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

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

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2. REGULATIONS-(Continued)

2.2 Limitations on Liability/Indemnity-(Continued)

2.2.1 (Continued)

G. Violations of the Obligations of the Customer section 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 section of this Tariff; or

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

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2. REGULATIONS-(Continued)

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2.2 Limitations on Liability/Indemnity-(Continued)

2.2.1 (Continued)

M. -(Continued)

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.

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2. REGULATIONS-(Continued)

2.2 Limitations on Liability/Indemnity-(Continued)

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 section as a condition precedent to such installations.

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:

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2. REGULATIONS-(Continued)

2.3 Provision of Equipment and Facilities-(Continued)

2.3.1 General-(Continued)

D. -(Continued)

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.

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.

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2. REGULATIONS-(Continued)

2.3 Provision of Equipment and Facilities-(Continued)

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

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2. REGULATIONS-(Continued)

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2.4 Obligations of the Customer-(Continued)

2.4.1 General-(Continued)

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 section 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

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2. REGULATIONS-(Continued)

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2.4 Obligations of the Customer-(Continued)

2.4.1 General-(Continued)

G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and

H. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or CPE leased by the Customer from the Company; and

I. Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and

J. Promptly notifying the Company in writing, of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and shall cooperate in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

2.4.2 Claims

The Customer shall indemnify, defend and hold harmless the Company as set forth in the Limitation of Liability/Indemnity section 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.

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2. REGULATIONS-(Continued)

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2.4 Obligations of the Customer-(Continued)

2.4.3 Inspections-(Continued)

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.

2.5 Establishment of Service

This section 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.

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2. REGULATIONS-(Continued)

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2.5 Establishment of Service-(Continued)

2.5.1 Application for Service/Service Order-(Continued)

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.

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.

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2. REGULATIONS-(Continued)

2.5 Establishment of Service-(Continued)

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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2. REGULATIONS-(Continued)

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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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2. REGULATIONS-(Continued)

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 carried 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.

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2. REGULATIONS-(Continued)

2.9 Cancellation of Service by Customer

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

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

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

2.9.2 Cancellation Associated with Special Construction

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

2.9.3 Cancellation During Installation

If cancellation occurs between start and completion of installation, the Customer will be responsible for the estimated cost incurred, not to exceed the total 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

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2. REGULATIONS-(Continued)

2.9 Cancellation of Service by Customer-(Continued)

2.9.4 Cancellation After Installation but Prior to Service Start-up-(Continued)

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 Section 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.

2.10 Discontinuance of Service and Removal of Accounts

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.

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2. REGULATIONS-(Continued)

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.

2.12.5 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.

2.12.6 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.

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2. REGULATIONS-(Continued)

2.12 Miscellaneous-(Continued)

2.12.6 Notices and Communications-(Continued)

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.

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

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2. REGULATIONS-(Continued)

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2.13 Interruptions of Service-(Continued)

2.13.2 Limitations of Allowances-(Continued)

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.

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:

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2. REGULATIONS-(Continued)

2.13 Interruptions of Service-(Continued)

2.13.5 Credit Allowance for Interruptions in Service-(Continued)

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 (1/30th) 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.

3. APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for Services contained in other sections 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.

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3. APPLICATION OF RATES-(Continued)

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, nonswitched 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 that 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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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.



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3. APPLICATION OF RATES-(Continued)

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.

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:

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3. APPLICATION OF RATES-(Continued)

3.7 Charges Based on Duration of Use-(Continued)

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 sections 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 section 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:

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3. APPLICATION OF RATES-(Continued)

3.8.1 "V and H Coordinates"-(Continued)

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 section 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 section of this Tariff.

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## 4. 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.

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4. SERVICE CONNECTION CHARGES-(Continued)

4.2 General Regulations-(Continued)

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 section where the rate is applied. Service Connection Charges also apply in addition to construction charges.

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)

| | Residence | Business |
|---|---|---|
| Charge to change class of service, Per access line | | |
| - Residence to Business | | $12.25 |
| - Business to Residence | $11.25 | |

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4. SERVICE CONNECTION CHARGES-(Continued)

4.3. Application of Rates-(Continued)

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

| | Charge |
|---|---|
| Initial period<br>First 15 minutes,<br>or fraction thereof | $39.50 |
| Additional 15 minutes<br>or fraction thereof | $14.25 |

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(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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5. FRAME RELAY DEGITAL SERVICE

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 SBC Advanced Solutions, Inc., 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 logicalLink 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.

(N) * Effective November 1, 2004, Frame Relay Service offered in this section 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 section (e.g., customers may add or rearrange Logical Links). However, after October 31, 2004, requests for new Services will be filled pursuant to Section 5 of SBC Advanced Solutions, Inc.'s Missouri P.S.C. No. 3 ("New Frame Relay Service").

Customers may choose to migrate their Obsolete Services to new Frame Relay services offered in Section 5 of SBC Advanced Solutions, Inc.'s Missouri P.S.C. No. 3 ("New Frame Relay Service") or new ATM services offered in Section 4 of SBC Advanced Solutions, Inc.'s Missouri P.S.C. No. 3 ("New ATM Service").

No termination charges would apply to such migrations provided the following conditions are met: (1) the term selected for the New Frame Relay Service or New ATM Service is equal to or greater in length than the remaining portion of the TPP for the Obsolete Service; and (2) the New Frame Relay Service or New ATM Service port transmission speed(s) purchased are equal to or greater than those purchased with the Obsolete Service.

No nonrecurring charges would apply to such migrations provided the following conditions are met: (1a) the term selected for the New Frame Relay Service or New ATM Service is equal to or greater in length than the remaining portion of the TPP for the Obsolete Service; or (1b) for Obsolete Service migrated from a month-to-month basis, the term of the New Frame Relay Service or new ATM Service is one (1) year or greater in length; and (2) the New Frame Relay Service or New ATM Service port transmission speed(s) purchased are equal to those purchased with the Obsolete Service.

Customers of the Obsolete Service may purchase the New Frame Relay Service in addition to retaining their Obsolete Service. In such case, Customer may, at their own discretion, obtain PVC connectivity between Obsolete Service ports and New Frame Relay Service through the purchase of either Obsolete Service Logical Links or New Frame Relay Service PVCs. If Customer selects a Logical Link under the Obsolete Service, the Logical Link would be associated with the Obsolete Service port; if Customer (N) selects a PVC under the New Frame Relay Service, the PVC would be associated with the New Frame Relay Service port.



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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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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.

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]

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

5.2 Regulations

5.2.1 (Continued)

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 section of the General Tariff.

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.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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5.3 Service Availability-(Continued)

5.3.5 This service is guaranteed under the terms of this subsection 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.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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.

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.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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.

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.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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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5. FRAME RELAY DIGITAL SERVICE-(Continued)

5.6 Responsibility of the Company-(Continued)

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 Section 2, Paragraph 2.1, preceding.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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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 Section 1, 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.

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.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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5.8 Rates and Charges

5.8.1 Site Links

| | USOC | Monthly Rates | Nonrecurring Service Charges First Unit | Nonrecurring Service Charges Additional Unit |
|---|---|---|---|---|
| 56 Kbps (UNI) | L0K5X | $164.25 | $324.00 | $249.00 |
| 384 Kbps (UNI) | L0K6X | 292.50 | 570.00 | 368.00 |
| 1.536 Mbps (UNI)(1)(3) | L0K8X | 572.50 | 570.00 | 368.00 |
| 1.536 Mbps (NNI)(1)(3) | L0KNX | 572.50 | 570.00 | 368.00 |

5.8.2 Link Extensions(2)

| | USOC | Monthly Rates | Monthly Charge/Mile |
|---|---|---|---|
| 56 Kbps | FCE5X | $50.00 | $ .85 |
| 384 Kbps | FCE6X | 53.00 | 18.50 |
| 1.536 Mbps(1) | FCE8X | 53.00 | 18.50 |

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(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.



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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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5.8 Rates and Charges

5.8.3 Network Links(1)

| | USOC | Monthly Rates | Monthly Charge/Mile |
|---|---|---|---|
| 56 Kbps | NLZ5X | $ 60.00 | $ .75 |
| 384 Kbps | NLZ6X | 245.00 | 17.70 |
| 1.536 Mbps(1)(2) | NLZ8X | 585.00 | 17.70 |

5.8.4 Logical Links

| | USOC | Monthly Rates | Nonrecurring Service Charges First Unit | Nonrecurring Service Charges Additional Unit |
|---|---|---|---|---|
| 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)

| | USOC | Monthly Rates |
|---|---|---|
| 56 Kbps | 10XQX | $ 12.00 |
| 384 Kbps | 10XRX | 32.00 |
| 1.536 Mbps(2) | 10XSX | 130.00 |

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(1) 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.
(2) Network capabilities in some locations may be initially limited to providing a 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.



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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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. 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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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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5.9 Term Pricing Plan-(Continued)

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.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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5.9 Term Pricing Plan-(Continued)

5.9.5 Renewal-(Continued)

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.

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 Advanced Solutions, Inc. (ASI) and/or 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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5. FRAME RELAY DIGITAL SERVICE-(Continued)

5.9 Term Pricing Plan-(Continued)

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.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

5.9 Term Pricing Plan-(Continued)

5.9.7 Moves to New Location-(Continued)

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.

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:

| FRS-TPP Initial Service Period | Termination Percentage |
|---|---|
| 3 Years | 50% |
| 5 Years | 50% |

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

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5.10 Term Pricing Plan – Rate Applications-(Continued)

5.10.2 Termination Charges-(Continued)

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

| | | | | |
|---|---|---|---|---|
| (Billed | | Months | ) | Termination |
| (monthly | x | remaining in | ) | x percentage |
| (rate | | service period | ) | |

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 x 5) x .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:

| | | | | |
|---|---|---|---|---|
| Number of months | | (Current | | FRS-TPP ) |
| used of Extended | x | (Monthly | - | Monthly ) |
| Service Period | | (Rate | | Rate ) |

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 x ($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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5. FRAME RELAY DIGITAL SERVICE-(Continued)

5.11 Term Pricing Plan – Rate and Charges

5.11.1 Site Links

| | USOC | 3 Year Rate Per Month | 5 Year Rate Per Month |
|---|---|---|---|
| 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)

Fixed

| | | | |
|---|---|---|---|
| 56 Kbps | FCE5X | $ 50.00 | $ 47.50 |
| 384 Kbps | FCE6X | 47.75 | 44.90 |
| 1.536 Mbps(1) | FCE8X | 47.75 | 44.90 |

Per Mile

| | | | |
|---|---|---|---|
| 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)

Fixed

| | | | |
|---|---|---|---|
| 56 Kbps | NLZ5X | $ 51.00 | $ 48.00 |
| 384 Kbps | NLZ6X | 225.00 | 210.00 |
| 1.536 Mbps(1) | NLZ8X | 575.00 | 565.00 |

Per Mile

| | | | |
|---|---|---|---|
| 56 Kbps | NLZ5X | $ 0.75 | $ 0.71 |
| 384 Kbps | NLZ6X | 16.30 | 15.30 |
| 1.536 Mbps(1) | NLZ8X | 16.30 | 15.30 |

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See Sheet 60 for Footnotes



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5. FRAME RELAY DIGITAL SERVICE-(Continued)

5.11 Term Pricing Plan – Rate and Charges

| | USOC | 3 Year Rate Per Month | 5 Year Rate Per Month |
|---|---|---|---|
| 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 |

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(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

# 6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE*

## 6.1 Description And Application Of Service

### 6.1.1 General

This section covers arrangements that are provided only to qualified customers located in an exchange area served by SBC Advanced Solutions Inc., for use only by educational institutions in Missouri. Arrangements terminating at a non-ASI 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-ASI 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 section 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.

(AT) * 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 Section 2.12.5. All such changes will be made (AT) pursuant to the terms and conditions of this Tariff.



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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.1 Description And Application Of Service-(Continued)

6.1.2 Definitions-(Continued)

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.

Facility Sector - A geographic area as defined by SBC Advanced Solutions Inc. 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 SBC Advanced Solutions Inc. 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.

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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.1 Description And Application Of Service-(Continued)

6.1.3 Provision of Service-(Continued)

B. -(Continued)

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.

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.

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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.1 Description And Application Of Service-(Continued)

6.1.3 Provision of Service-(Continued)

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.

2. Inter-Cluster Connectivity

Conferences may be established between clusters. At the option of ASI, the customer will be provided with the capability to either establish conferences between clusters by contacting the ASI 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 an ASI 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 ASI 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 ASI serving office. Rates and charges for the facilities required to connect the last ASI 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.

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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.1 Description And Application Of Service-(Continued)

6.1.3 Provision of Service-(Continued)

E. Connectivity-(Continued)

3. Connectivity to Sites in Independent Telephone Company Areas-(Continued)

Connectivity with a ASI 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 ASI, the customer may establish conferences between clusters by contacting the ASI 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 IXC 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 ASI 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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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.1 Description And Application Of Service-(Continued)

6.1.3 Provision of Service-(Continued)

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 ASI 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 SBC Advanced Solutions Inc. of the hourly charge set out in 6.2.2, A.7.

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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.1 Description And Application Of Service-(Continued)

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.

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.

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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.2 Rate Regulations-(Continued)

6.2.1 General-(Continued)

E. Minimum Service Period

The minimum service period for Broadband Educational Videoconferencing Service is 5 years. Customers requesting to discontinue services provided in this section 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]

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.

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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.2 Rate Regulations-(Continued)

6.2.2 Rates and Charges

A. Broadband Educational Video Service

| | USOC | Monthly Rate | Nonrecurring Charge (1) |
|---|---|---|---|
| 1. Intra-Cluster Channel Termination, per site | | | |
| -Quad Split | ETNQD | $1371.00 | $350.00 |
| -MultiMonitor Mode | ETNMD | 1371.00 | 350.00 |
| 2. Connectivity to an Independent Telephone Company (2) | | | |
| -Quality 1 | EDU | $756.00 | $350.00 |
| -Quality 2 | | ICB | ICB |

| | Connect Charge | Rate Per Minute of Use |
|---|---|---|
| 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 |

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(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 ASI serving office.



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6. BROADBAND EDUCATIONAL VIDEOCONFERENCING SERVICE-(Continued)

6.2 Rate Regulations-(Continued)

6.2.2 Rates and Charges-(Continued)

A. Broadband Educational Video Service-(Continued)

6. Ethernet Option

| | USOC | Monthly Rate | Nonrecurring Charge (1) |
|---|---|---|---|
| a. Intra-Cluster Channel Termination | ETNED | $82.00 | First $25.00<br>Addl $3.00 |

| | Connect Charge | Rate Per Megacell of Use (2) | | Nonrecurring Charge Initial Order | Nonrecurring Charge Subsequent Order |
|---|---|---|---|---|---|
| b. Inter-Cluster Connectivity | None | $0.165 | First.<br>Addl. | $35.00<br>3.00 | $25.00<br>3.00 |
| c. Connectivity to a private network | ICB | ICB | | ICB | |
| d. Connectivity to an 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

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(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.

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