

GENERAL

This service guide contains the regulations and rates applicable to Private Line Services furnished for intrastate Communications.

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

JURISDICTION

Jurisdiction refers to the classification of a private line service as intrastate. This service guide covers the portion of this service that is subject to the State Regulatory Commission's jurisdiction in each state.

STATE CERTIFICATIONS

This service guide applies to the following entities for which the Company is certified to do intrastate business as:

AT&T Communications of Indiana, GP	
AT&T Communications of New York, Inc.	(N)
AT&T Communications of Texas, LLC	
AT&T Communications of Virginia, LLC	
AT&T Corp.	
Alabama	
Arkansas	
Colorado	
Delaware	
Florida	
Georgia	
Idaho	
Illinois	
Iowa	
Kansas	
Kentucky	
Louisiana	
Michigan	
Mississippi	
Missouri	
Montana	
Nebraska	
Nevada	
New Jersey	(N)
North Carolina	
North Dakota	
Ohio	
Oklahoma	
Oregon	
Pennsylvania	
South Carolina	
South Dakota	
Tennessee	
Washington	
Wisconsin	
Wyoming	

Effective December 1, 2013, customers may not establish new term plans of any length for Intrastate Private Line Service at speeds of T45 (45 Mbps) and below, and existing term plans may not be renewed. For new service, or for existing service after any term plan expires, service will be provided only on a month-to-month basis.

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<sup>1</sup> Service is not available in Montana.

<sup>2</sup> Effective December 1, 2013, customers may not establish new term plans of any length for Intrastate Private Line Service at speeds of T45 (45 Mbps) and below, and existing term plans may not be renewed. For new service, or for existing service after any term plan expires, service will be provided only on a month-to-month basis.

(N)  
|  
(N)

APPLICATION OF SERVICE GUIDE

EXPLANATION OF REVISION SYMBOLS

These symbols will appear in the right hand margin, when applicable.

- (C) Changed term, or change in text
- (D) Deleted text, discontinued rate, or discontinued term
- (I) Increased rate
- (N) New text
- (R) Rate reduction
- /n/ Moved text (where n is the next available footnote number)

## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF AT&T

#### 2.1.1 General

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

Private line services are provided on a monthly basis.

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

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

#### 2.1.2 Transmission Medium

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

#### 2.1.3 Provision of Private Line Services

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

##### A. Engineering, Installation, and Maintenance

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

## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF AT&T (continued)

#### 2.1.3 Provision of Private Line Services (continued)

##### A. Engineering, Installation, and Maintenance (continued)

###### 1. Engineering

AT&T will engineer a private line service to meet its transmission parameters and/or equipment specifications. AT&T publishes certain technical information (e.g., interface specifications) that the customer can obtain in the form of Technical Publications, as specified in this service guide (see Technical Publication Information, Preface). Additional information concerning the makeup of new private line services may also be ordered (see Customer Design Layout Report).

###### 2. Installation

AT&T will schedule installation activity to meet the due date of the private line service. If the customer's request that installation activity be performed at other than AT&T's scheduled time results in premium payment for labor, additional charges will apply (see Additional Installation/ Maintenance Functions).

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

###### 3. Maintenance

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

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

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF AT&T (continued)

#### 2.1.4 Through Transmission of Signals

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

#### 2.1.5 Limitations on the Provision of a Private Line Service

##### A. Availability

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

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

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

##### B. Restoration of Private Line Services

In the event of failure, private line services will be restored in compliance with Part 64, Subpart D, of the FCC's Rules and Regulations (see Restoration Priority Charge Charge).

##### C. Hazardous Locations

Service will not be furnished at a location that AT&T considers hazardous (e.g. explosive atmosphere environments). In such cases, AT&T, if so requested, may terminate the facilities at a mutually agreeable alternate location. The customer will then be responsible for extension to the hazardous location.

##### D. Billing Capability

Services offered under this service guide will be provided only if billing capabilities for the services exist.

## 2. GENERAL REGULATIONS

## 2.1 UNDERTAKING OF AT&amp;T (continued)

## 2.1.6 Transfer or Assignment

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

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

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

## 2.1.7 Provision of a Customer Design Layout Report

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

## 2. GENERAL REGULATIONS

### 2.2 USE

#### 2.2.1 General

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

#### 2.2.2 Resale or Shared Use

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

#### 2.2.3 Interference, Impairment, and Hazard

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

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## 2. GENERAL REGULATIONS

### 2.3 RESPONSIBILITIES OF AT&T

#### 2.3.1 Liability

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

## 2. GENERAL REGULATIONS

## 2.3 RESPONSIBILITIES OF AT&amp;T (continued)

## 2.3.1 Liability (continued)

- F. No license under patents (other than the limited license to use) is granted by AT&T or shall be implied or arise by estoppel, with respect to any private line service offered under this service guide. AT&T will defend the customer and user against claims of patent infringement arising solely from the use by the customer or user of private line services offered under this service guide and will indemnify such customer or user for any damages awarded based solely on such claims.
- G. AT&T's failure to provide or maintain private line services under this service guide shall be excused by labor difficulties, governmental orders, civil commotions, natural catastrophes, and other circumstances beyond AT&T's reasonable control, subject to the provisions for Credit Allowances for Interruptions in this service guide.
- H. AT&T does not guarantee or make any warranty with respect to its local channel services when used in an explosive atmosphere. AT&T shall be indemnified, defended, and held harmless by the customer and user against all claims, losses, or damages by any person relating to the services provided pursuant to this service guide when used in an explosive atmosphere.

## 2.3.2 Changes in Minimum Protection Criteria, Facilities, or Procedures

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

## 2.3.3 Service Dates

When a customer orders a local channel service, all components of the resulting end-to-end arrangement which are provided by AT&T will begin service on the same date, unless otherwise specified by the customer.

## 2.3.4 Registration Information

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

## 2. GENERAL REGULATIONS

### 2.4 RESPONSIBILITIES OF THE CUSTOMER

#### 2.4.1 General

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

#### A. Placement of Orders, Payment of Bills, and Compliance with Regulations

The customer is responsible for placing orders, complying with service guide regulations, and assuring that its users comply with service guide regulations. The customer is also responsible for the payment of bills for private line service. The customer may appoint an agent to act on its behalf, as specified following.

##### 1. Information the Customer Must Provide

When a customer places an order for private line service, the following information must be provided by the customer so that AT&T can design, install, maintain, and bill the private line service ordered:

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

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

The customer's billing name and address,

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

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

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

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

Exemption certification when the Special Access Surcharge set forth following does not apply.

## 2. GENERAL REGULATIONS

## 2.4 RESPONSIBILITIES OF THE CUSTOMER (continued)

## 2.4.1 General (continued)

## B. Agency Agreement

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

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

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

## C. Floor Space, Conduit, and Electrical Power at a Customer's Premises

The customer must provide the equipment space, supporting structure, conduit, and electrical power required to terminate a local channel service at a customer's premises without charge to AT&T. The space, structure, conduit, and power must be made available in sufficient time to permit the installation of the local channel service to be completed prior to its due date. Selection of AC or DC power will be a matter of mutual agreement between the customer and AT&T.

## D. Access to Customer's Premises

The customer is responsible for arranging customer premises access at any reasonable time so that installation/maintenance personnel may install, repair, maintain, inspect, or remove a local channel service. Customer premises access must be made available at a time mutually agreeable to the customer and AT&T.

## E. Locations Involving High Voltage Power

When a customer orders a local channel service installed at a customer's premises where high voltage power is present, the customer shall:

1. Install, maintain, and pay for special facilities and protective apparatus required by federal, state, or local regulations.
2. Pay for required protective apparatus recommended for the location by AT&T.

## 2. GENERAL REGULATIONS

### 2.4 RESPONSIBILITIES OF THE CUSTOMER (continued)

#### 2.4.1 General (continued)

##### F. Availability for Maintenance, Testing, or Modifications

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

##### G. Damage to a Private Line Service

The customer must pay AT&T for replacement or repair of a private line service when damage results from:

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

Improper use of the private line service, or

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

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

##### H. Ancillary Charges

The customer is responsible for the payment of any ancillary labor charges incurred, on its behalf, under service guides of the local exchange companies, when the access coordination function is furnished.

##### I. Loss

The customer must pay for the loss through theft of any local channel service equipment installed at a customer's premises.

##### J. Use with a Customer-Provided Communications System or with Services Provided by Others

When a local channel service is used with a customer-provided communications system, or with a service(s) provided by others via connections at the customer's premises, the customer must make all arrangements concerning the connected system or service with its provider. The connection does not constitute a joint undertaking between AT&T and the provider of the system or service. Connections will be made in accordance with the regulations set forth following.

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## 2. GENERAL REGULATIONS

### 2.5 PAYMENTS AND CHARGES

#### 2.5.1 General

The charge for a private line service may be a recurring and/or a nonrecurring charge.

#### 2.5.2 Application of Charges

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

#### 2.5.3 Payment of Charges

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

An administrative charge of \$10.00 will be applied by AT&T each time a check or bank draft is returned by a bank to AT&T for the reason of insufficient funds. Refer to the state-specific Price List for state specific charges, if applicable.

(C)  
(N)

#### 2.5.4 Minimum Payment Period and Notice of Discontinuance

##### A. Minimum Payment Period

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

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

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

##### B. Notice of Discontinuance

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

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.5 Advance Payments and Deposits

## A. Advance Payment

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

## B. Deposits

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

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

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

## 1. Interest on a Cash Deposit

Simple interest at the rate of up to 6% per annum shall be credited or paid to the customer while the deposit is held by AT&T unless a different rate has been established by the appropriate legal authority in the state where the service(s) is provided, in which case that rate will apply.

Information regarding state-specific interest rates, if applicable, is located below. (N)  
(N)

Colorado:

(N)

For Customers who reside in Colorado, deposits held will accrue the rate of interest as established annually by the Public Utilities Commission of the State of Colorado, per rule 2302(e)(II) of the Rules Regulating the Service of Telephone Utilities.

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.5 Advance Payments and Deposits (continued)

## B. Deposits (continued)

## 1. Interest on a Cash Deposit (continued)

Kansas:

For customers who reside in Kansas, the interest rate shall be the rate established, and from time to time revised, by the appropriate governmental authority. In the event no such rate is set, then simple interest at the rate of up to 6% per annum shall be credited or paid to the Customer while the deposit is held by the Company.

New York:

Deposits held will accrue simple interest at a rate specified by the New York State Public Service Commission. In the event no such rate is set, then simple interest at the rate of up to 6% per annum shall be credited or paid to the customer while the deposit is held by the Company.

(N)

(N)

## 2. Return of a Deposit

A deposit will be credited to a customer's account, and any credit balance remaining will be refunded, when the customer has established credit, or when the customer has established a prompt payment record with AT&T for one year, or when the private line service for which the deposit had been required is discontinued.

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.6 Types of Charges

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

## A. Recurring Charges

The recurring charges for a private line service are listed in the applicable service section as:

## 1. Monthly Charge

A monthly charge applies each month or fraction thereof that a private line service is furnished. Monthly charges start on the day after the private line service is installed but not before the due date of the order unless the customer agrees to an earlier installation. Charges accrue through and include the day that the private line service is discontinued. Monthly charges will be billed in advance. When the billing date and the date that the private line service is started, changed, or discontinued do not coincide, the charges will be adjusted to reflect the fractional part of the month involved (see Fractional Charges and Credits). For billing purposes each month is considered to have 30 days.

## B. Nonrecurring Charges

A nonrecurring charge applies for an activity, such as an installation, a move, or a change, ordered by the customer. A nonrecurring charge applies for each activity performed. The charge may differ according to the work activity involved. Other charges, such as termination charges, if applicable, are also classified as nonrecurring charges. In addition, other charges for specific functions as stated in this service guide are applied on a nonrecurring basis. Following is a description of the generic nonrecurring charges.

## 1. Installation Charge

An installation charge applies when a private line service is furnished. Installation charges are listed in the appropriate sections of this service guide. Installation charges may be further categorized as follows:

- a. "First" denotes an installation charge for the first service of a group of identical services ordered at the same time and installed at the same time for the same customer and at the same location.
- b. "Additional" denotes an installation charge for each additional service--excluding the first--ordered at the same time and installed at the same time for the same customer and at the same location.

## 2. GENERAL REGULATIONS

### 2.5 PAYMENTS AND CHARGES (continued)

#### 2.5.6 Types of Charges (continued)

##### B. Nonrecurring Charges (continued)

###### 1. Installation Charge (continued)

- c. "Initial" denotes an installation charge for options installed at the same time as the primary service with which they are associated.
- d. "Subsequent" denotes an installation charge associated with an option added to an existing service.

###### 2. Move Charge

A move charge applies when the physical location of the termination of an interoffice channel or of an office connection or office function or local channel is changed at the customer's request. A move of any of these is considered to be the discontinuance of service at the old location and the reinstallation of the service at the new location. Installation charges apply only for the components that are moved. A new minimum payment period will be established.

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

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

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

###### a. Moves in the Same Building

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

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.6 Types of Charges (continued)

## B. Nonrecurring Charges (continued)

## 2. Move Charge (continued)

## b. Moves to a Different Building

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

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

## 3. Termination Charge

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

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.6 Types of Charges (continued)

## B. Nonrecurring Charges (continued)

## 3. Termination Charge (continued)

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

Example:

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

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

$$60 - 40 = 20$$

Step 2: Charge Ratio =  $\frac{\text{Unexpired Portion of Specified Period}}{\text{Specified Period}}$

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

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

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

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.7 Cancellation, Delay, or Change of an Order

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

## Change of a Due Date

When an order for a private line service is placed, a due date will be established and confirmed with the customer. In the event that a due date is changed as set forth in A., B., or C. following, the due date for the order will be changed to reflect the number of days of delay or advance, as appropriate.

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

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

Delay of Due Date by AT&T is not applicable and the request for the delay is received by AT&T prior to the order's due date, and

The total delay measured from the order's initial due date does not exceed 15 cumulative calendar days.

When the due date is delayed, a due date change charge will apply (see Due Date Change Charge).

Orders involving the discontinuance of a private line service may be delayed at any time prior to the due date. There will be no maximum delay period for these orders.

## 1. Maximum Delay Period

When the customer has delayed an order for the maximum 15 cumulative calendar day period, the order may not be delayed again by the customer. In such case, unless B. following applies, the customer has the option to (1) accept billing for the private line service ordered, or (2) cancel the order and pay the applicable cancellation charge for the private line service ordered. The billing or cancellation is effective on the 15th cumulative calendar day of the delay.

If the customer elects to accept billing, the installation will be completed as soon as reasonably practical after the customer advises AT&T that the installation can be completed.

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.7 Cancellation, Delay or Change of an Order (continued)

## B. Delay of a Due Date by AT&amp;T

AT&T will make every reasonable effort to assure that the private line service ordered is furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than 30 cumulative calendar days and such delay is not requested or caused by the customer, the customer may cancel the order without cancellation charges applying.

## C. Advance of a Due Date

A customer's request for an advancement in the due date of an order will be accepted by AT&T when the request can be accommodated without delaying orders of other customers. When the due date is advanced, a due date change charge will apply (see Due Date Change Charge).

## D. Cancellation of an Order

A critical date schedule is established by AT&T for each private line service order placed by a customer. AT&T uses this schedule to identify key activities in the service order process, to monitor the progress of the installation, and to administer the schedule of cancellation charges. Critical date schedules may vary between service orders. The specific critical dates that have been established for a given order can be obtained from the customer's AT&T sales negotiator.

The critical dates monitored by AT&T are:

Application Date (APP): The date on which the customer provides a firm commitment and sufficient information to AT&T to proceed with issuance of a firm order for service.

Scheduled Issue Date (SID): The date on which the service order is entered into AT&T's service order distribution system.

Design Layout Report Date (DLRD): The date on which the Design Layout Report (DLR) or access interface information is received by AT&T from the LEC.

Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.7 Cancellation, Delay or Change of an Order (continued)

## D. Cancellation of an Order (continued)

## Critical Dates (continued)

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

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

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

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

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

## E. Cancellation Involving Special Construction

If a customer cancels an order that involves special construction, the applicable charges for the special construction apply in addition to the cancellation charges, herein described.

## F. Change of an Order

When a customer changes the office connection or the channel options on an order before the due date, such a change is considered to be a design change. A Design Change Charge applies as specified in this service guide (see Design Change Charge). A change in the location of an IOC is considered to be a cancellation of the order. If the change does not involve all portions of a private line service but causes the remainder of the service to be delayed more than 15 days beyond its due date, the customer has the option of (1) accepting billing for the components on the remainder of the service or (2) canceling those components and paying the applicable cancellation charge.

## 2. GENERAL REGULATIONS

### 2.5 PAYMENTS AND CHARGES (continued)

#### 2.5.7 Cancellation, Delay or Change of an Order (continued)

##### G. Other Changes to an Order

When a customer changes (1) the point of local channel termination on a premises (including changes involving the addition or removal of inside wire), (2) the interface, or (3) the channel options on an order before the service date, such a change is considered to be a design change. A design change charge applies as specified in this service guide (see Design Change Charge). A change in premises is considered to be a cancellation of the order for the local channel service. If the change does not involve all locations on a local channel service but causes the remainder of the locations to be delayed more than 15 days beyond their due date, the customer has the option of (1) accepting billing for the remaining locations or (2) canceling those locations and paying the applicable cancellation charge.

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

#### 2.5.8 Change in Service Arrangement

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

##### A. When Charges Apply

Charges apply for the following changes:

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

## 2. GENERAL REGULATIONS

### 2.5 PAYMENTS AND CHARGES (continued)

#### 2.5.8 Change in Service Arrangement (continued)

##### A. When Charges Apply (continued)

4. When a change involves any of the activities identified in (a) through (e) following, it is considered to be the discontinuance of one local channel service and the installation of another. Installation charges will apply for all components involved (including the access coordination function) and a new minimum payment period is established:
  - a. A change from one category of local channel service to another.
  - b. A change within a category of service from one transmission speed, transmission mode, bandwidth, or technical specifications package to another.
  - c. A change from a two-wire termination to a four-wire termination or vice versa.
  - d. A change from two-point to multipoint local channel service or vice versa.
  - e. A change from one access vendor to another access vendor when AT&T provides only the Access Coordination Function.
5. When a change involves moving the physical location of a local channel service (including changes caused by a customer specifying a particular AT&T central office as set forth following), move charges apply as specified, preceding.
6. When a change involves the addition of a point to an existing multipoint local channel service, installation charges apply for the components which are added to the service (including the access coordination function).
7. When a change involves the addition of a local channel option, miscellaneous function, or miscellaneous equipment item which has a stated installation charge, that charge will apply. In addition, a charge equal to the installation charge for an access coordination function involved will apply.

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.8 Change in Service Arrangement (continued)

## A. When Charges Apply (continued)

8. When the type of signaling on a Voice Grade Local Channel Service is changed, a charge equal to the installation charge for the local channel or bridged channel(s) involved will apply. In addition, a charge equal to the installation charge for a voice grade access coordination function will also apply.
9. When a change is requested on the access channel associated with a local channel service which consists solely of an access coordination function, a charge equal to the installation charge for the access coordination function involved will apply.
10. For all other local channel changes except those specified in B. following, but including those involving the addition of channel options, miscellaneous functions or miscellaneous equipment items without a stated installation charge, a charge equal to one half of the installation charge for the local channel, bridged channel(s) or interbridge channel(s) involved will apply. In addition, a charge equal to the installation charge for an access coordination function for the appropriate category of local channel service will also apply.

## B. When Charges Do Not Apply

Charges do not apply for the following changes:

1. When the customer for the private line service changes due to corporate purchase, merger, reorganization, or transfer of assignment of the private line service and no physical change in the service (e.g. change in the interface, change in signaling, etc.) is requested by the new customer.
2. When the jurisdiction of private line service changes and no physical change is requested by the customer, except where LEC access termination charges apply.
3. When a private line service is discontinued, unless a termination charge applies as set forth preceding.
4. When the change involves AT&T records only (e.g., change in billing address).
5. Changes which are not made for customer reasons, but are required as a result of AT&T's rearrangement of its network (e.g., changes resulting from the termination of a Shared Network Facilities Arrangement contract).

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.9 Fractional Charges and Credits

## A. Computing Charges or Credits for a Fractional Part of a Month

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

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

Monthly Charge = \$1,000

Number of Days Remaining in  
Billing Period = 15 days

Billing Month = 30 days

Fractional Monthly Charge/Credit =  $\frac{\text{No. of Days Remaining in Billing Period}}{\text{Billing Month}} \times \text{Monthly Charge}$

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

Fractional Monthly Charge/Credit = \$500

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

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.9 Fractional Charges and Credits (continued)

## B. Computing Fractional Charges or Credits for a Rate Change

When a monthly rate is changed (increased or decreased) as a result of a service guide revision, the additional charge or credit is calculated as follows.

## 1. Monthly Rates

For any fractional part of a month, count the number of days remaining in the billing period (including the 31st day of a 31-day month) starting with the effective date of the rate change. Divide that figure by 30 days (billing month). The resultant fraction is then multiplied by the amount of the monthly rate change to arrive at the fractional charge of credit for the rate change.

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

Old Monthly Charge	=	\$1,000
Number of Days Remaining in Billing Period	=	17 Days
Billing Month	=	30 Days
Fractional Part of Month Billed at the New Rate	=	$\frac{17}{30}$
Rate Change	=	\$60 monthly increase
Fractional Charges or Credit for the Rate Change	=	$\frac{17}{30} \times \$60 = \$34$

Billing for the Month in which the Rate Change Occurred (for a rate decrease subtract the fractional charges) = \$1,000 + \$34 = \$1,034

Subsequent New Monthly Charges = \$1,000 + \$60 = \$1,060

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

## C. Rounding to the Nearest Cent

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

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.10 Special Taxes, Fees, Charges

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon AT&T by any governmental authority subsequent to the effective date of this service guide shall be added pro rata, insofar as practical, to the rates and charges stated in the standard schedules, in amounts which in the aggregate for the customers of any political entity shall be equal to the amount of any such tax upon AT&T. AT&T shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity a pro-rate on the basis of the revenue derived by the company from each such customer, an amount sufficient to recover any such tax or fee.

State-specific Special Taxes, Fees, and Charges, if applicable, are located in Section 2.5.14

(N)  
(N)

## 2.5.11 Special Access Surcharge

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

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

## B. Exemptions from the Surcharge

1. A customer's channel service termination will be exempted from the monthly surcharge if the customer certifies to AT&T that:
  - a. The channel service is terminated in a device which is not capable of interconnecting the service with the local exchange network, or

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.11 Special Access Surcharge (continued)

## B. Exemptions from the Surcharge (continued)

## 1. (continued)

b. The channel service termination is associated with Switched Access Service that is subject to Carrier Common Line charges.

2. Certification must be provided by the customer when the channel service is ordered or changed. If a certification is not received from the customer with the order or change of service, the surcharge will be applied.

3. If the customer's service termination cannot be exempted as certified, the company reserves the right to bill and/or back bill the customer as necessary, including any penalty charges that may accrue to the Company.

## C. Crediting the Surcharge

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

## 2. GENERAL REGULATIONS

### 2.5 PAYMENTS AND CHARGES (continued)

#### 2.5.12 Late Payment Charge

Subject to billing and systems availability, when a bill is presented to the Customer, any amounts for which payment has not been received by the due date or if any portion of the payment is received by the Company which funds are not immediately available will be considered delinquent.

The Customer shall be assessed a Late Payment Charge on any delinquent account balance, when that balance exceeds \$25.00. The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved.

The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by a factor. The late payment factor shall be 1.5% per month (18% annually) unless an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply.

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

Undisputed amounts of the same bill may be subject to the Late Payment Charge if they remain unpaid by the due date noted on the Customer's bill.

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

The Customer shall not be charged a Late Payment Charge if an applicable law or regulation prohibits the imposition of such charges.

The Late Payment Charge is specified in the state-specific Service Guide Price List, if applicable. (N)

The minimum Late Payment Charge is specified in the state-specific Service Guide Price List, if applicable. (C)

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.13 Duplicate Bill Charges

A. Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), a customer may request a paper copy of their bill(s). A Duplicate Bill Charge may apply upon a customer's request for duplicate copies of their telephone bill(s) in accordance with the charges specified following, unless stipulated differently in the customer's contract. This service will be available where billing and technology exist.

B. The Duplicate Bill Charge, will not be applied in the following instances:

1. When a customer is currently subscribing to a service to receive additional copies of their bills;
2. When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
3. When customers have not received a bill due to Company error in the address of the bill;
4. When a customer requests a copy of the current month bill or final bill;

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## C. Rates and Charges:

Duplicate Bill Charge, mailed via standard US mail only:

Per bill copy charge \$5.00

## D. Liability:

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

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## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.14 Special Taxes, Fees, Charges

Nebraska:

## Nebraska Universal Service Charge

This surcharge is for the purpose of funding the Nebraska Universal Service Fund (NUSF) and applies to all intrastate retail telecommunications services purchased by end-users.

Effective with bills issued on or after April 1, 2007 the Nebraska Universal Service Charge is 6.95%. It will appear on telephone bills as NE Universal Service.

New York:

(N)

## Gross Receipts Taxes

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on intrastate receipts are imposed by certain taxing jurisdictions upon the Company, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of surcharge that is prorated to each Customer's bill is determined by the intrastate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such surcharges equal to the amount of the tax or fee imposed upon the Company. These surcharges refer specifically but are not limited to surcharges described below.

A. New York Gross Receipts Surcharge<sup>1 2</sup> - A New York Gross Receipts Surcharge to recover the additional expense related to the State Gross Income and Earnings Taxes applies to recurring and non-recurring and usage rates and charges for all intrastate services except charges collected on coin station sent-paid messages, and check return charges.

(N)

<sup>1</sup> The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a schedule which is attached to this Service Guide. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the company will file revised surcharges as directed by the Commission.

(N)

<sup>2</sup> These surcharges are not applicable to services provided for resale to telecommunications companies possessing Certificate of Public Convenience and Necessity from the New York State Public Service Commission, or designated as eligible for a sale-for-resale exclusion from the New York State Department of Taxation and Finance.

(N)

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (continued)

(N)

2.5.14 Special Taxes, Fees, Charges (continued)

New York: (continued)

Gross Receipts Taxes (continued)

B. Metropolitan Commuter Transportation District Tax Surcharge<sup>1,2</sup> - As described below, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) applies to recurring and nonrecurring and usage rates and charges for all intrastate services except charges collected on coin station sent-paid messages and check return charges. The surcharge is applicable to services furnished within or among the following counties:

New York City counties	Dutchess County
Bronx County	Nassau County
Kings County	Orange County
New York County	Putnam County
Queens County	Rockland County
Staten Island County	Suffolk County
	Westchester County

Provisions for Disabled Customers

Disabled persons who have been certified as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who use nonvoice equipment for telephone communication will receive, upon application to AT&T, a 50% reduction on monthly charges for Interoffice Channel mileage furnished to the disabled person for use in nonvoice communication.

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<sup>1</sup> The applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a schedule which is attached to this Service Guide. Any changes to these rates will be filed on 15 days' notice to the Commission, or as directed by the Commission. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the company will file revised surcharges as directed by the Commission.

(N)

<sup>2</sup> These surcharges are not applicable to services provided for resale to telecommunications companies possessing Certificate of Public Convenience and Necessity from the New York State Public Service Commission, or designated as eligible for a sale-for-resale exclusion from the New York State Department of Taxation and Finance.

(N)

(N)

## 2. GENERAL REGULATIONS

## 2.5 PAYMENTS AND CHARGES (continued)

## 2.5.14 Special Taxes, Fees, Charges (continued)

New York: (continued)

(N)

## New York State Universal Service Fund Surcharge

The New York Public Service Commission (NYPSC) issued its Order in Case 09-M0527 allowing the New York State Universal Service Fund assessments to be flowed through to the end user. The New York State Universal Service Fund Surcharge, as listed in the State Specific Price List, is applied to the Business customer's total monthly net long distance charges for telecommunication services. If the Company has collected its annually assessed amount prior to the end of the calendar year, as determined by the Fund Administrator, it will suspend collection of these surcharges for the remainder of that year, subject to any subsequent adjustment necessitated by NYPSC Order.

(N)

Texas:

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## Texas Universal Service Fund Charge (TUSF)

## A. TUSF Assessment on AT&amp;T

AT&T calculates its TUSF assessment based on "Actual Intrastate Telecommunications Services Receipts." "Intrastate Telecommunications Services Receipts" are determined based on calls that originate and terminate and have a service address in Texas. Pursuant to Public Utility Commission of Texas regulations, AT&T applies an assessment percentage to its Actual Intrastate Telecommunications Services Receipts. If for any reason actual intrastate telecommunications services receipts for a bundled offering cannot be accurately determined, 71.5% of such portion shall be allocated to intrastate telecommunications services receipts.

See the Texas Service Guide Price List for rates and charges.

## B. TUSF on End Users

Charges for services provided pursuant to this tariff are subject to a TUSF Surcharge. The monthly recurring TUSF Surcharge will be equal to a percentage of the billed charges for the Customer's total intrastate telecommunications services. Charges for "Intrastate Telecommunications Services" are determined based on calls that originate and terminate and have a service address in Texas. If for any reason the "Intrastate Telecommunications Services" portion of a bundled offering cannot be accurately determined, 71.5% of such bundle shall be allocated to intrastate telecommunications services.

See the Texas Service Guide Price List for rates and charges.

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## 2. GENERAL REGULATIONS

## 2.6 CREDIT ALLOWANCES FOR INTERRUPTIONS

(C)

## 2.6.1 General

(C)

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

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

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## 2. GENERAL REGULATIONS

## 2.6 CREDIT ALLOWANCES FOR INTERRUPTIONS (continued)

## 2.6.2 When Credit Allowance Does Not Apply

Credit allowance does not apply for:

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

## 2.6.3 Use of Another Means of Communication

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

## 2.6.4 Temporary Surrender of a Private Line Service

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

## 2. GENERAL REGULATIONS

## 2.6 CREDIT ALLOWANCES FOR INTERRUPTIONS (continued)

## 2.6.5 Calculation of Credit Allowances

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

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

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

## A. Interoffice Channels:

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

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

Total monthly charge = \$1,200

Average point value =  $\frac{\$1,200}{2} = \$600$

Average point value for one full day =  $\frac{\$600}{30} = \$20$

Amount credited for one point =  $\$20 \times 1/5 = \$4$

Total credit for the number of AT&T central offices affected =  $\$4.00 \times 2 = \$8$

## 2. GENERAL REGULATIONS

## 2.6 CREDIT ALLOWANCES FOR INTERRUPTIONS (continued)

## 2.6.5 Calculation of Credit Allowances (continued)

## A. Interoffice Channels: (continued)

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

Total monthly charge = \$4,800

Average point value =  $\frac{\$4,800}{6} = \$800$

Average point value for one full day =  $\frac{\$800}{30} = \$26.67$

Amount credited for one point =  $\$26.67 \times 1/5 = \$5.33$

Total credit for the number of AT&T central offices affected =  $\$5.33 \times 3 = \$15.99$

## B. Local Channels:

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

## 2. GENERAL REGULATIONS

## 2.6 CREDIT ALLOWANCES FOR INTERRUPTIONS (continued)

## 2.6.5 Calculation of Credit Allowances (continued)

## B. Local Channels: (continued)

Example 1: A Voice Grade Local Channel Service comprised of four bridged channels, all channels affected. Length of interruption = 3 hours.

Total monthly charge = \$1,200

Average channel value =  $\frac{1,200}{4} = \$300$

Average channel value for one full day =  $\frac{\$300}{30} = \$10$

Amount credited for one channel =  $\$10 \times 1/5 = \$2$

Total credit for the number of channels affected =  $\$2 \times 4 = \$8$

## C. Calculation Table

The following table is used for calculating credit allowances for interruptions.

## 1. Interruptions of 24 Hours or Less

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

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

## 2. Interruptions Over 24 Hours

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

## 2. GENERAL REGULATIONS

## 2.6 CREDIT ALLOWANCES FOR INTERRUPTIONS (continued)

## 2.6.5 Calculation of Credit Allowances (continued)

## D. ACCUNET T1.5 Services and T45 Services

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

The Customer's recurring charges for service in the month that the interruption occurs will be the basis for calculation of the credit allowance for that month. Discounts due to pricing plans will be applied prior to the application of credit allowances.

## 1. Service Availability (SLA)

<u>Length of Service Availability</u>	<u>Credit Per Interruption</u>
1 minute up to, but not including, 1 hour	5%
1 hour up to, but not including 2 hours	10%
2 hours up to, but not including 3 hours	15%
3 hours up to, but not including 4 hours	20%
4 hours up to, but not including 5 hours	25%
5 hours up to, but not including 6 hours	30%
6 hours up to, but not including 7 hours	35%
7 hours up to, but not including 8 hours	40%
8 hours up to, but not including 9 hours	45%
Over 9 hours	50%

## 2. GENERAL REGULATIONS

## 2.6 CREDIT ALLOWANCES FOR INTERRUPTIONS (continued)

## 2.6.5 Calculation of Credit Allowances (continued)

## D. ACCUNET T1.5 Services (continued)

## 1. Service Availability (SLA) (continued)

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

MONTH 1

CHANNEL A	DURATION	CREDIT	
		ALLOWANCE	CREDIT
trouble #1	1 hr 15 mins	10.0%	\$ 855.00
trouble #2	2 hrs 59 mins	15.0%	\$1,282.50
total credit		25.0%	\$2,137.50
		Following	
		Month's Bill	\$6,412.50

MONTH 2

CHANNEL A	DURATION	CREDIT	
		ALLOWANCE	CREDIT
trouble #1	35 minutes	5.0%	\$ 427.50
trouble #2	11 hrs 43 mins	50.0%	\$4,275.00
total credit		55.0%	\$4,702.50
		Following	
		Month's Bill	\$3,847.50

MONTH 3

CHANNEL A	DURATION	CREDIT	
		ALLOWANCE	CREDIT
trouble #1	20 minutes	5.0%	\$ 427.50
total credit		5.0%	\$ 427.50
		Following	
		Month's Bill	\$8,122.50

## 2. GENERAL REGULATIONS

### 2.7 CONNECTIONS

#### 2.7.1 General

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

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

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

#### A. Responsibilities of AT&T

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

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

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

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

## 2. GENERAL REGULATIONS

### 2.7 CONNECTIONS (continued)

#### 2.7.1 General (continued)

##### B. Responsibilities of the Customer

When access is connected at an AT&T central office the customer assumes responsibility for the connection as follows:

###### 1. Ordering

Unless AT&T is responsible for end-to-end service as described preceding, the customer must make all arrangements concerning the access with its provider and must make arrangements with AT&T for the connection.

###### 2. Compatibility With the AT&T Service

Unless AT&T is responsible for end-to-end service as defined in preceding, the customer is responsible for ensuring compatibility between the access and the AT&T service. This customer responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

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

###### 3. Interface Information - The customer must specify the type of interface that is required.

###### 4. Testing and Maintenance

If a trouble condition occurs on an assembly, the customer is responsible for determining if the trouble is in the connected access. AT&T will only test and maintain its service.

#### 2.7.2 Interference and Hazard

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

#### 2.7.3 Minimum Protection Criteria

Access must comply with the Minimum Protection Criteria as specified in this service guide for the service to which the access is connected.

## 2. GENERAL REGULATIONS

### 2.8 VIOLATION OF REGULATIONS

#### 2.8.1 General

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

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

AT&T will take immediate action to temporarily suspend the private line service when a customer violation takes place as stated in Interference and Hazard, preceding, if it:

Subjects AT&T or non-AT&T personnel to hazardous conditions,  
Circumvents AT&T's ability to charge for its services, or  
Results in immediate harm to the private line service or other AT&T service.

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

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

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

#### 2.8.3 Nonpayment of Charges

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

## 2. GENERAL REGULATIONS

## 2.9 DEFINITIONS

Access

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

Access Coordination Function

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

Assembly

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

AT&T Central Office

The physical point of access for a service category to the AT&T interoffice network. Criteria for establishing AT&T central offices and a list of AT&T central offices with services provided are in AT&T Business Services Guide.

Bridged Channel

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

Building

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

Channel

An electrical transmission path for communications between two points.

Channel Option

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

## 2. GENERAL REGULATIONS

## 2.9 DEFINITIONS (continued)

Channel Service Unit

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

Channel Service Unit Functionality

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

Component

An element furnished under this service guide. Components are local and interoffice channels, bridged, and interbridge channels, access coordination functions, channel options, miscellaneous functions, central office connections, and miscellaneous equipment items.

Customer

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

Customer Equipment

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

Customer's Premises

The premises of a customer or user. It also includes customer-designated non-AT&T premises.

Customer-Provided Communications System

Non-AT&T-provided dedicated private line channels and equipment (e.g., microwave or cable system).

Design Loss

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

Direct Electrical Connection

A physical connection (i.e., not through a switch) of the electrical conductors in a communications path.

## 2. GENERAL REGULATIONS

## 2.9 DEFINITIONS (continued)

DS1 Channel

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

Due Date

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

Foreign Exchange Service

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

Independent Company

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

Interbridge Channel

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

Interface

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

Interoffice Channel

A private line service component which connects an AT&T central office to another AT&T central office.

Interoffice Private Line Service

The interoffice channel(s) and office connection(s), office functions, and channel option(s) furnished under this service guide to a customer.

Interstate Communications

A term that describes communications between and among individual states. It includes both interstate and foreign communications.

## 2. GENERAL REGULATIONS

## 2.9 DEFINITIONS (continued)

Intrastate Communications

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

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges which are grouped to serve common social, economic, and other purposes.

Local Channel

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

Local Exchange Company (LEC)

A company which furnishes exchange telephone service.

Multifrequency Pulsing

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

Multipoint

A private line service directly connecting three or more AT&T central offices.

Multipoint Local Channel Service

A service which connects three or more points on a direct electrical basis.

Network Interface

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

Office Function

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

## 2. GENERAL REGULATIONS

## 2.9 DEFINITIONS (continued)

Point of Interface

The point of demarcation between AT&T and an access supplier. This point, located at an AT&T central office, establishes the technical interface, the test point, and the point of division of operational responsibility.

Premises

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

Pricing Central Office

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

Registered

A term which means compliance with and approval within the Registration Program.

Registration Program

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

Ringing

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

Service Date

The date that billing starts for a private line service or component.

Service Period

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

Serving Wire Center

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

## 2. GENERAL REGULATIONS

## 2.9 DEFINITIONS (continued)

Standard Jack

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

Technical Specifications Package

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

Terminal Equipment

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

Termination

A customer premises or an AT&T central office.

Two-Point Local Channel Service

A service which consists of a single local channel.

User

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

Wire Center

A building in which one or more central offices, used for provision of local exchange service, are located.

Wire Center Area

The territory served by a serving wire center.

## 2. GENERAL REGULATIONS

### 2.10 SPECIAL PROMOTIONS

AT&T may from time to time engage in special promotions of new or existing service guide offerings of limited duration designed to attract new customers or to increase existing customer awareness of a particular offering. These promotional offerings are subject to the availability of services and facilities and may be limited to a specific geographical area or to a subset of a specific market group.

### 2.11 SPECIAL CONTRACTS

To the extent authorized by the State laws and the Public Service Commission's Rules and Regulations, the Company may in appropriate circumstances enter into contracts with specific customers for service on the basis of negotiated rates. Where required by the State laws or by the Public Service Commission's Rules and Regulations, said contracts shall be filed with the Public Service Commission before becoming effective.

### 2.12 ORDERING UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this service guide shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

### 3. GENERAL DESCRIPTION

#### 3.1 GENERAL

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

#### 3.2 PRIVATE LINE SERVICE CLASSIFICATION

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

##### 3.2.1 Interoffice Private Line Service

An interoffice private line service connects two or more AT&T Central Offices.

##### 3.2.2 Private Line Local Channel Service

A private line local channel service connects Customer's premises to Customer's premises or to an AT&T Central Office.

#### 3.3 INTEROFFICE PRIVATE LINE SERVICE CATEGORIES

There are several categories of interoffice private line service. Each service category has its own technical characteristics and specifications, and most are further subdivided into speeds or types of transmission. Following is a brief description of each service category. Each category of service is available only within and/or between specified AT&T Central Offices. Service availability by office is listed in AT&T Business Services Guide.

##### 3.3.1 T1.5 Service

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

##### 3.3.2 Digital Data Local Channels

Provides services for the transmission of synchronous data at speeds of 9.6 Kbps or 56 Kbps. (2.4 Kbps and 4.8 Kbps were withdrawn effective 9-2-94.)

### 3. GENERAL DESCRIPTION

#### 3.3 INTEROFFICE PRIVATE LINE SERVICE CATEGORIES (continued)

##### 3.3.3 ACCUNET Generic Digital Access Service (GDA)

Provides for the transmission of digital signals at 9.6, 56 or 64 kbps.

##### 3.3.4 T45 Local Channel Service

Provides services for the transmission of 44.736 Mbps digital signals.

##### 3.3.5 Voice Grade Local Channel Service

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

##### 3.3.6 Changed Terminology

From time to time, AT&T may change the names of services, service capabilities or service components, or other terminology. The old terminology may remain in use for some time after such changes (in contract documents and billing records, for example). The following table provides a listing of new terminology and the old terminology:

TABLE OF CHANGED TERMINOLOGY

New Terminology

Old Terminology

DSO Access Channel (GDA)	ACCUNET Generic Digital Access (AGDA) Service
DSO IOC	ACCUNET Spectrum of Digital Service ASDS (speeds 9.6 kbps, 56 kbps, or 64 kbps)
Fractional T1 IOC (FT1 IOC)	ACCUNET Spectrum of Digital Service ASDS (speeds 128 kbps through 768 kbps)
T1 IOC	ACCUNET T1.5 Service
Fractional T3 IOC (FT3 IOC)	ACCUNET Fractional T45 (FT45) Service
T3 IOC	ACCUNET T45 Service

#### 3.4 INTEROFFICE PRIVATE LINE SERVICE COMPONENTS

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

##### 3.4.1 Interoffice Channel

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

### 3. GENERAL DESCRIPTION

#### 3.4 INTEROFFICE PRIVATE LINE SERVICE COMPONENTS (continued)

##### 3.4.2 Office Connections

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

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

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

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

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

a local channel to: another local channel or other access, or an office function

an office function to: another office function

other access to: an office function

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

##### 3.4.3 Channel Options

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

##### 3.4.4 Office Functions

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

### 3. GENERAL DESCRIPTION

#### 3.5 PRIVATE LINE LOCAL CHANNEL SERVICE CATEGORIES

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

##### 3.5.1 1.544 Mbps Local Channel Service

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

##### 3.5.2 Digital Data Local Channel Service

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

##### 3.5.3 Voice Grade Local Channel Service

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

##### 3.5.4 T45 Local Channel Service

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

##### 3.5.5 ACCUNET Generic Digital Access Services

Provides for the transmission of digital signals at 9.6, 56 or 64 kbps.

### 3. GENERAL DESCRIPTION

#### 3.6 LOCAL CHANNEL SERVICE COMPONENTS

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

##### 3.6.1 Local Channel

A local channel is a channel between an AT&T central office and a customer's premises.

##### 3.6.2 Bridged Channel

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

##### 3.6.3 Interbridge Channel

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

### 3. GENERAL DESCRIPTION

#### 3.6 LOCAL CHANNEL SERVICE COMPONENTS (continued)

##### 3.6.3 Interbridge Channel

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

##### 3.6.4 Access Coordination Function

The access coordination function provides for the design, ordering, installation coordination, preservice testing and service turn-up, trouble sectionalization, and restoration coordination on a channel provided by AT&T under this service guide or an equivalent channel provided by the customer. In addition the access coordination function is available on Feature Group A and B Switched Access service channels.

##### 3.6.5 Channel Options

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

##### 3.6.6 Miscellaneous Functions

Miscellaneous functions are optional functions performed at AT&T central offices which enable a customer to increase the efficiency or usefulness of a service. The only miscellaneous function currently available is bridging for Digital Data Local Channel Service.

##### 3.6.7 Miscellaneous Equipment Items

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

#### 4. LOCAL CHANNEL MILEAGE MEASUREMENT

##### 4.1 GENERAL

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

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

###### A. Determining AT&T Central Offices

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

###### B. Determining the AT&T Central Offices Within a LATA

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

Example: Telephone No. 601-352-XXXX, ACCUNET T1.5 Service

#### 4. LOCAL CHANNEL MILEAGE MEASUREMENT

##### 4.1 GENERAL (continued)

###### B. Determining the AT&T Central Offices Within a LATA (continued)

Determine the AT&T central offices within the LATA which provide the type of private line service category required and the V&H coordinates for those AT&T central offices.

Example: The AT&T central office in LATA number 482 which provides ACCUNET T1.5 Service is:

Jackson (V) 8035 (H) 2879

The AT&T central office used to determine the mileage for an IOC will be the one which is nearest to the customer's premises. If two AT&T central offices are measured equidistant from the customer's premises using rounded mileage, the central office to be used is the one which is the nearest using unrounded mileage. If there is only one AT&T central office in a LATA for a category of private line service, no choice is necessary.

Once all of the appropriate AT&T central offices have been determined, calculate the airline distance between the AT&T central offices (see Calculation of Airline Mileage). The result will be the IOC rate mileage(s).

#### 4. LOCAL CHANNEL MILEAGE MEASUREMENT

#### 4.1 GENERAL (continued)

## 4.2 CALCULATION OF AIRLINE MILEAGE

Airline mileage between V&H coordinates is calculated as set forth in AT&T Business Services Guide. Following is an example of how mileage is calculated in accordance with those regulations.

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

Example: Jackson (V) 8035 (H) 2879  
              Biloxi (V) 8296 (H) 2481

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

	<u>V</u>	<u>H</u>
	8296	2879
Difference	- 8035	- 2481
	261	398

Square each difference.

$$261 \times 261 = 68,121$$

$$398 \times 398 = 158,404$$

Add the squares of the two differences.

$$68,121 + 158,404 = 226,525$$

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

$$226,525/10 = 22,652.5 \quad \text{Rounded} = 22,653$$

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

IOC airline mileage (Rounded) = 151 miles

#### 4. LOCAL CHANNEL MILEAGE MEASUREMENT

##### 4.3 TWO-POINT MILEAGE MEASUREMENT

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

##### 4.4 MULTIPONT MILEAGE MEASUREMENT

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

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

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

##### 4.5 EXCEPTIONS TO INTEROFFICE CHANNEL MILEAGE MEASUREMENTS

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

###### Customer Specifies the IOC Routing of a Multipoint Service

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

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

If, for example, a customer specified that a three-point private line service involving Tupelo, Jackson, and Biloxi be routed from Jackson to Tupelo and from Tupelo to Biloxi, the service would be physically routed in the sequence requested by the customer and would be priced according to that routing.