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PROFESSIONAL CORPORATION

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Regulatory & Governmental Consultants

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James M. Fischer
Larry W. DORITY

June 29, 2000

FILED²

JUN 29 2000

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Missouri Public
Service Commission

TA-2000-858

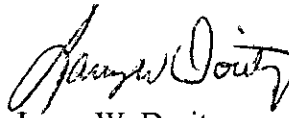
RE: IN THE MATTER OF THE APPLICATION OF BELL ATLANTIC NETWORK
DATA, INC., FOR A CERTIFICATE OF SERVICE AUTHORITY TO PROVIDE
ADVANCED SERVICES WITHIN THE STATE OF MISSOURI

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are the original and eight (8) copies of the Application of Bell Atlantic Network Data, Inc. A copy of the foregoing has been hand-delivered or mailed this date to parties of record.

Thank you for your assistance in this matter.

Sincerely,


Larry W. DORITY

/jr
Enclosures

cc: Office of the Public Counsel
Dana K. Joyce, General Counsel

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

JUN 29 2000

Missouri Public
Service Commission

In the Matter of the Application of)
Bell Atlantic Network Data, Inc., for a)
Certificate of Service Authority to provide)
Advanced Services within the State of)
Missouri)

Case No. TA-2000-858

APPLICATION

Bell Atlantic Network Data, Inc. ("Applicant"), a Delaware corporation, files this verified application requesting that the Missouri Public Service Commission ("Commission") issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide interLATA and intraLATA interexchange and non-switched exchange telecommunications service (*i.e.*, point-to-point) ("Advanced Services") pursuant to Chapter 392 of the Missouri Revised Statutes.¹
- (b) approves Applicant's tariffs, rules and regulations, as set forth in the attached proposed tariffs.
- (c) waives 4 CSR 240-2.060(6)(C), which requires a 45-day tariff effective date, for Applicant's attached tariffs.
- (d) requires Applicant to file subsequent tariffs with the appropriate effective date prior to Applicant's initial provision of Advanced Services within Missouri.
- (e) grants competitive status to Applicant, pursuant to Section 392.361.
- (f) waives certain Commission rules and statutory provisions pursuant to Section 392.420.

¹ All citations to statutes refer to the 1994 Revised Statutes unless otherwise stated.

In support of its request, Applicant states:

1. The legal name and principal office or place of business of Applicant is:

Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas, 41st Floor,
New York, New York 10036.
Telephone: 212-278-8416

2. A copy of Applicant's Certificate of Authority to do Business in Missouri from the Missouri Secretary of State and registration with the State of Missouri, are attached hereto as Attachment 1.

3. All correspondence, communications and orders and decisions of the Commission should be sent to:

Thomas A. Kiernan
Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas
Room 3403
New York, New York 10036
Telephone: (212) 278-8416
Facsimile: (212) 395-7512

with a copy to:

James M. Fischer
FISCHER & DORITY, P.C.
101 West McCarty, Suite 215
Jefferson City, MO 65101
Telephone: (573) 636-6758
Facsimile: (573) 636-0383
E-mail: jfischerpc@aol.com

4. Applicant is a wholly-owned subsidiary of Bell Atlantic Corporation.
5. Grant of this authority will enhance competition. Bell Atlantic Corporation and GTE Corporation recently received approval of their proposed merger conditions from the Federal Communications Commission ("FCC"). Under these conditions Bell Atlantic must

provide Advanced Services in Missouri through a structurally separate affiliate.² Bell Atlantic has established Applicant as this affiliate. Accordingly, Applicant will interact with GTE Midwest Incorporated in the same manner as non-affiliated carriers, thereby ensuring that competing providers of such services continue to receive non-discriminatory access to services and facilities. The FCC has expressly found that establishing such an affiliate promotes competition. In the Order, the FCC concluded that a separate data affiliate "will provide a structural mechanism to ensure that competing providers of advanced services receive effective, nondiscriminatory access to the facilities and services . . . that are necessary to provide advanced services."³ According to the FCC, "[b]ecause the merged firm's own separate advanced services affiliate will use the same processes as competitors, wait in line for collocation space, buy the same inputs used to provide advanced services, and pay an equivalent price for facilities and services," establishing a separate affiliate "ensure[s] a level playing field between Bell Atlantic/GTE and its advanced services competitors."⁴

6. Applicant possesses the managerial and technical experience to provide competitive Advanced Services within the state of Missouri. Members of Applicant's senior management team have extensive experience in the telecommunications industry. These executives also have highly effective management skills. For example, George C. Via, Applicant's Executive Vice President and Chief Operating Officer previously served as Group Vice President and Chief Engineer responsible for all network planning, capital management, outside plant engineering, central office and interoffice facility engineering and procurement for the Bell Atlantic telephone companies. The extensive background of Mr. Via and other key

² See, *In the Matter of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, for Consent to Transfer Control*, CC Docket No. 98-184, Memorandum Opinion and Order, Adopted: June 16, 2000, released: June 16, 2000.

³ *Id.* at Par. 261.

⁴ *Id.*

executives, which are described in Attachment 2, show that Applicant possesses the managerial qualifications and technical competency to provide Advanced Services in Missouri.

7. Applicant proposes to provide Advanced Services to interstate and intrastate users. The services include xDSL,⁵ Frame Relay, and Asynchronous Transfer Mode ("ATM"), that rely on packetized technology, and have the capability of supporting transmission speeds of at least 56 kilobits per second in both directions. Advanced Services do not include, (1) data services that are not primarily based on packetized technology, such as ISDN, as well as comparable dial-up services such as Internet Protocol Routing Services and cyberPOP, (2) x.25-based and x.75-based packet technologies, or (3) circuit switched services (such as circuit switched voice-grade service) regardless of the technology, protocols or speeds used for the transmission of such services. Applicant intends to provide such services throughout the state of Missouri to residential, business, and government customers with advanced data communication requirements.

8. In the near term, Applicant will offer those Advanced Services now offered by GTE Midwest in the state of Missouri. Applicant will provide services by obtaining unbundled network elements and reselling services it will obtain from GTE Midwest and other incumbent local exchange carrier(s) located in Missouri, pursuant to interconnection agreements that Applicant has filed or will file with the Commission in accordance with 47 U.S.C. Section 252 and applicable rules. Applicant may also acquire services and facilities from other carriers operating in Missouri. Although commencing operations as a non-facilities-based provider, Applicant plans to become a facilities-based provider during the first year of operations.

9. Applicant proposes to offer only wireline Advanced Services. Advanced Services are currently offered by a number of entities within the state and are competitive services, pursuant to Section 392.361, RSMo 1996. Applicant does not propose or seek authority, at this

⁵ Applicant will provide interstate Advanced Services under authority of the Federal Communications Commission ("FCC").

time, to offer any other telecommunications service, such as basic Local Exchange Service, Operator Services, Calling Card or 800 type services.

10. Applicant has attached its tariffs, as Attachment 3, to this Application. This tariff contains the rules and regulations applicable to its customers, a description of services to be offered, and rates for these services.

11. Applicant will handle customer inquiries through its customer toll-free service number, which will be printed on all customer invoices/bills. Initially, Applicant will bill customers using billing and collection services that it will obtain under contract from GTE Midwest or providers of the services. In the future, Applicant may (a) continue that billing and collection services arrangement, (b) elect to bill customers directly, or (c) obtain billing and collection services from other providers.

12. Applicant requests classification as a competitive telecommunications company within the state of Missouri and to be subject to regulation as a facilities-based, non-dominant provider of Advanced Services -- the same level of regulation that is applied competing providers of these services. This lesser degree of regulation is justified because: (a) the proposed services are and will continue to be subject to competition from other carriers already certified to operate within Missouri; (b) Applicant is a non-dominant provider of Advanced Services; and (c) Applicant's rates will be competitive with those of other carriers already operating within Missouri. Attachment 4 to this Application is a list of actual and potential competitors that are known to Applicant and who directly or through an affiliate do or may provide Advanced Services in Missouri.

13. Applicant also requests, pursuant to Section 392.420, the Commission to waive application of the following rules and statutory provisions as they relate to the regulation of Applicant:

COMMISSION RULES

4 CSR 240-10.020	-	Depreciation and income
4 CSR 240-30.010(2)(C)	-	Posting of exchange rates at central operating offices
4 CSR 240-30.040	-	Uniform system of accounts
4 CSR 240-33.030	-	Minimum charge rules
4 CSR 240-35	-	Bypass

STATUTES

Section 392.210.2	-	Establish uniform system of accounts for annual reports
Section 392.240(1)	-	Rates -- reasonable average return on investment
Section 392.270	-	Property valuation
Section 392.280	-	Depreciation rates
Section 392.290	-	Issuance of securities
Section 392.300.2	-	Acquisition of stock
Section 392.310	-	Issuance of stocks and debt
Section 392.320	-	Stock dividend payment
Section 392.330	-	Issuance of securities, debt, and notes
Section 392.340	-	Reorganization(s)

Applicant believes the above referenced rules and statutory provisions have been waived for other carriers in prior cases.

14. Applicant, pursuant to Section 386.570, will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to the requests contained in this Application.

15. There are no pending actions or final unsatisfied judgments or decisions against Applicant from any state or federal agency or court which involve customer service or rates which action, judgment, or decision has occurred within three (3) years of the date of the application.

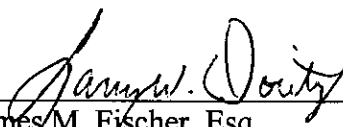
16. Applicant has no annual reports or assessments fees that are overdue in Missouri.

17. Through this Application, Applicant proposes to resolve as soon as possible with the Commission any issues directly related to Missouri's statutory requirements and the Commission's rules for certification, as well as resolve any issues directly related to Applicant's

tariff. Such resolution will allow Applicant to obtain promptly its Certificate of Service Authority so that Applicant can commence providing competitive Advanced Services in Missouri as soon as practicable.

WHEREFORE, Applicant respectfully requests that the Missouri Public Service Commission grant it a Certificate of Service Authority to provide Advanced Services within the State of Missouri. Second, Applicant requests approval of its tariff rules and regulations. Third, Applicant requests a waiver of the 45-day tariff effective date, otherwise required by 4 CSR 240-2.060(6)(C) (Applicant will file a subsequent tariff with the appropriate effective date prior to Applicant's initial provision of Advanced Service within Missouri). Fourth, Applicant requests classification as a competitive telecommunications company. Finally, Applicant requests a waiver of the above referenced rules and statutory provisions, pursuant to Section 392.420.

Respectfully submitted,


James M. Fischer, Esq. MBN 27543
e-mail: jfischer@aol.com
Larry W. Dority, Esq. MBN 25617
e-mail: lwdority@sprintmail.com
FISCHER & DORITY, P.C.
101 West McCarty Street, Suite 215
Jefferson City, Missouri 65101
Telephone: (573) 636-6758
Facsimile: (573) 636-0383

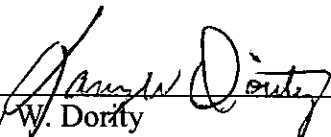
ATTORNEYS FOR APPLICANT

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, or mailed, First Class postage prepaid, this 29th day of June 2000, to:

Office of Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Dan Joyce
General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

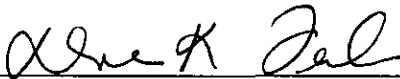


Larry W. Dority

AFFIDAVIT OF VERIFICATION

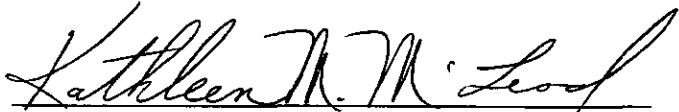
STATE OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

Diane K. Ferber, being first duly sworn, on her oath and in her capacity as Vice President, Chief Financial Officer and Treasurer of Bell Atlantic Network Data, Inc., states that she is authorized to execute on behalf of Bell Atlantic Network Data, Inc. this Application and has knowledge of the matters stated in this Application, and that said matters are true and correct to the best of her knowledge and belief.



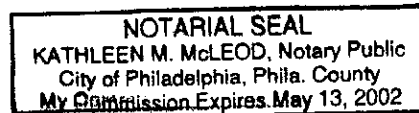
Diane K. Ferber

Subscribed and sworn to before me this 22nd day of June 2000.



Notary Public, State of Pennsylvania

My Commission Expires: May 13, 2002



ATTACHMENT 1

MISSOURI SECRETARY OF STATE CERTIFICATE

No. F00481405

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
BELL ATLANTIC NETWORK DATA, INC.

using in Missouri the name
BELL ATLANTIC NETWORK DATA, INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of DELAWARE.

NOW, THEREFORE, I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 20th day of MARCH, 2000.

A handwritten signature in cursive script that reads "Rebecca McDowell Cook".

Secretary of State

\$155.00





State of Missouri

Rebecca McDowell Cook, Secretary of State

P.O. Box 778, Jefferson City, MO 65102
Corporation DivisionFILED
MAR 20 2000Application for Foreign Corporation
for a Certificate of Authority

MAR 20 2000

(Submit in duplicate with filing fee of \$155.00)

 A handwritten signature in cursive script, reading "Rebecca McDowell Cook". Below the signature, the words "SECRETARY OF STATE" are printed in a bold, sans-serif font.

SECRETARY OF STATE

(1) The corporation's name is Bell Atlantic Network Data, Inc.
and it is organized and existing under the laws of Delaware

(2) The name it will use in Missouri is Bell Atlantic Network Data, Inc.

(3) The date of its incorporation was 2/9/98 (month/day/year),
and the period of its duration is Perpetual

(4) The address of its principal place of business (Address/City/State/Zip)
1095 Avenue of the Americas, New York, New York 10036

(5) The name and address of its registered agent and office in the State of
Missouri is (Name, Address, City/State/Zip)
C T Corporation System, 120 South Central Avenue, Clayton, Missouri 63105

(6) The specific purpose(s) of its business in Missouri are: _____
To provide telecommunications and related services.

(7) The name of its officers and directors and their business addresses are as
follows:

Officers (Name/Address/City/State/Zip)

President See attached list of officers

Vice President _____

Secretary _____

(MO032 - 6/16/98)

Treasurer _____

Board of Directors (Name/Address/City/State/Zip)

Amy B. McIntosh, 1095 Avenue of the Americas, 41st Fl., New York,

Director _____

Director _____

Director _____

Director _____

(8) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

N/A

(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.



President

3-16-00

(Authorized signature of officer or chairman of the board) (Title) (Date)

Note: You must have a current certificate of good standing or certificate of existence with this application. This may be obtained from the Secretary of State or other authority that issues corporate charters.

Office of Secretary of State Rebecca McDowell Cook
600 W. Main and 208 State Capitol, P.O. Box 778, Jefferson City, Missouri 65102
Telephone: (573) 751-4936

Information contained in this document was compiled using publications from the Secretary of State's Office

7/96

FILED
AND CERT
AUTH

MAR 20 2000

Rebecca McDowell Cook
SECRETARY OF STATE

(MO032)

Appendix to Missouri
Application for Foreign Corporation for a Certificate of Authority

**Officers of
Bell Atlantic Network Data, Inc.**

1. Amy B. McIntosh, President
1095 Avenue of the Americas, 41st Fl.
New York, New York 10036
2. John S. Cullina, Secretary
1320 North Court House Rd., 5th Fl.
Arlington, Virginia 22201
3. Paul N. Kelly, Assistant Treasurer
1717 Arch Street, 15th Floor
Philadelphia, Pennsylvania 19103
4. Diane K. Ferber, Vice Pres., Chief Financial Officer and Treasurer
1717 Arch Street
Philadelphia, Pennsylvania 19103



State of Missouri
Office of Secretary of State

Rebecca McDowell Cook
Secretary of State

PO Box 778
Jefferson City 65102

Corporations
(573) 751-4153

Dear Corporation:

We have enclosed the Certificate of Incorporation/Authority and Articles of Incorporation/ Application for Authority which have been filed in this Office. We wish you every success in the new business enterprise.

The law requires that the first annual registration report for the corporation be completed and returned to this Office as of the due date shown on the report. This annual report will be sent to the corporation's registered agent within the next few weeks. The first annual report provided to your corporation will show a tax year based on the date of incorporation/qualification. This may or may not be the actual tax year for your corporation, so please indicate the correct year on the annual report. Please return the report to the following address:

Secretary of State
P.O. Box 1366
Jefferson City MO 65102

If you have further questions or need other assistance, please contact the Corporations Division Annual Reports Desk at (573) 751-2300 or by e-mailing us at annrep@mail.sos.state.mo.us.

Sincerely,

Rebecca M. Cook
Secretary of State

Ltr. #11(1-00)

JAMES C. KIRKPATRICK STATE INFORMATION CENTER
600 W. Main Street, Room 322 - Jefferson City MO 65101

ATTACHMENT 2

EXECUTIVE PROFILES

Amy B. McIntosh
President and Chief Executive Officer
Bell Atlantic Network Data, Inc.

Amy McIntosh is responsible for all aspects of the company's business, and also oversees Bell Atlantic's consumer Internet business. She joined Bell Atlantic in 1995 as a Vice President for product management. In 1997, Ms. McIntosh was named Vice President for consumer marketing, where she guided Bell Atlantic's marketing initiatives to over 24 million consumer households. She was named President of Consumer Data Services in 1998. In this position she had general management responsibility for Bell Atlantic's consumer Internet business and responsibility for rolling out broadband xDSL services across all market segments.

Prior to joining Bell Atlantic, Ms. McIntosh served as a Senior Vice President for marketing at American Express.

McIntosh received an undergraduate degree in Economics from Harvard College, and a graduate degree in Management from Harvard Business School.

George C. Via
Executive Vice President & Chief Operating Officer
Bell Atlantic Network Data, Inc.

At the end of December 1999, George C. Via was named executive vice president & chief operating officer of Bell Atlantic Network Data, Inc. Via manages planning implementation and operations for the company.

From October 1998 to December 1999, Mr. Via served as group vice president and chief engineer, responsible for all network planning, capital management, outside plant engineering, central office and interoffice facility engineering, and procurement for Bell Atlantic. During Mr. Via's first months back at Bell Atlantic, April 1998 to October 1998, he was vice president - Operations Assurance and Administration for Bell Atlantic, responsible for operations support, financial management, service assurance, product and technology delivery, procurement, real estate and logistics.

Via returned to Bell Atlantic in 1998 from Bellcore, where he most recently served as executive vice president - Customer Solutions, responsible for customer support, business analysis, product introduction, marketing, and sales, a position he held since 1995. Mr. Via joined Bellcore in 1991 as vice president of Operations and Technology and was subsequently appointed chief operating officer in 1993.

Prior to joining Bellcore, Via served as assistant vice president - Information Systems Professional Services for the Bell Atlantic Network Services staff from 1990, and assistant vice president - Corporate Telecommunications and Information Systems Operations from 1989 to 1990. His assignments prior to that included vice president - Operations, Bell Atlantic Investment Development Corporation.

Via began his career in 1967 at New Jersey Bell Telephone where he held a variety of engineering, operations, line and staff positions, ultimately becoming assistant vice president - Installation and Maintenance. Before moving on to Bell Atlantic, he spent three years with AT&T in the Bell Public Communications department.

Via serves on the board of overseers of New Jersey Institute of Technology and the board of directors of QUEST (Quality Excellence for Suppliers of Telecommunications).

Via earned a B.S. in mechanical engineering and a M.S. in management engineering from the New Jersey Institute of Technology. He is a licensed professional engineer.

Diane K. Ferber
Chief Financial Officer

Prior to her appointment as CFO, Ms. Ferber was the Executive Director of Planning for Bell Atlantic Global Wireless where she was responsible for strategy and investment analysis.

Ms. Ferber started her career with Bell of Pennsylvania in 1977 and has served in a variety of positions in both finance/accounting and operations. Prior to Global Wireless, she held positions in Bell Atlantic Corporate Finance, including Business Development and Treasury. She also served as the Chief Financial Officer of Bell Atlantic Systems Group, which specialized in application software development and network integration. In Operations, Ms. Ferber's responsibilities included the consumer business offices, the Interexchange Carrier Services Centers, technical support, and other operational support functions in the Eastern half of Pennsylvania.

John S. Cullina
General Counsel and Secretary

John Cullina is responsible for overseeing the company's legal and regulatory affairs and for corporate governance matters. Prior to being named to this position, Cullina was General Counsel to Bell Atlantic's Data Solutions Group, and principal counsel for Bell Atlantic's retail business marketing and sales groups and its business long distance company.

Cullina received an undergraduate degree in Economics from Boston College with honors. He received his law degree from the University of Virginia, where he served on the Virginia Law Review and was named a member of the Order of the Coif.

Eric D. Cevis
Vice President
Sales and Marketing

Eric D. Cevis was appointed to this position in December of 1999. Prior to this appointment he was the Vice President of Sales for the Enterprise Business Group Emerging Markets organization.

Before accepting this assignment he was the Sales Director within the Enterprise Business Group with responsibility for all ISP's that did business with Bell Atlantic across the region. Mr. Cevis was appointed Director of Sales, in the Large Business Services group of Fortune 500 accounts in the Washington Metropolitan Area, for Bell Atlantic Corporation in July of 1996. Prior to becoming Director of Sales, he was a Sales Manager for the Federal Systems Division of Bell Atlantic.

Mr. Cevis received a B.S. degree in Marketing Management from George Mason University in 1986 and completed the Graduate Executive Leadership Development Program at the Wharton School of Business at the University of Pennsylvania in 1996.

Paul N. Kelly, C.P.C.
Assistant Treasurer

Mr. Kelly is Director Enterprise Income Taxes, where he is responsible for all aspects of federal and state income taxation for a majority of the Bell Atlantic separate subsidiary companies, as well as tax planning strategies for mergers and acquisitions.

Mr. Kelly started his career with KPMG Peat Marwick, prior to coming to Bell Atlantic in 1983. He has held various positions in the tax department, including having responsibility for the tax function at the leasing subsidiaries.

Mr. Kelly received his B.S. in Accounting from Shippensburg University and his M.S. in Taxation from Drexel University. He is currently a licensed C.P.A.

ATTACHMENT 3

PROPOSED TARIFF

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
BELL ATLANTIC NETWORK DATA, INC.

This Tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by Bell Atlantic Network Data, Inc. ("Carrier"), within the State of Missouri, subject to the jurisdiction of the Missouri Public Service Commission ("Commission"). This Tariff is on file with the Commission, and copies may be inspected, during normal business hours, at the office of Bell Atlantic Network Data, Inc., located at 1095 Avenue of the Americas, 41st Floor, New York, New York 10036.

Bell Atlantic Network Data, Inc. operates as a competitive telecommunications company within the State of Missouri.

Issued:

Effective:

by:

Director - Tariffs
Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas, 41st Floor
New York, New York 10036

WAIVER OF RULES AND REGULATIONS

The following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.210.2
Section 392.240(1)
Section 392.270
Section 392.280
Section 392.290
Section 392.310
Section 392.320
Section 392.330
Section 392.340

Uniformed System of Accounts
Ratemaking
Valuation of property (ratemaking)
Depreciation accounts
Issuance of securities
Stock and debt issuance
Stock dividend payment
Issuance of securities, debt and notes
Reorganization(s)

COMMISSION RULES

4 CSR 240-10.020
4 CSR 240-30.010(2)(C)
4 CSR 240-30.040
4 CSR 240-35
4 CSR 240-33.030

Depreciation fund income
Rate schedules
Uniform system of accounts
Bypass
Minimum charges rule

OTHER RULES

Issued:

Effective:

by:

Director - Tariffs
Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas, 41st Floor
New York, New York 10036

Reserved for Future Use

Issued:

Effective:

by:

Director - Tariffs
Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas, 41st Floor
New York, New York 10036

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Issued:

Effective:

by:

Director - Tariffs
Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas, 41st Floor
New York, New York 10036

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of each page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its Tariffs approval process, the most current page number on file with the Commission is not always the Tariff page in effect. Consult the check sheet for the page currently in effect.

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

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

Issued:

Effective:

by:

Director - Tariffs
Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas, 41st Floor
New York, New York 10036

EXPLANATION OF SYMBOLS

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

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in rate or charge
- (M) - To signify material relocated from one page to another without change
- (N) - To signify a new rate or regulation
- (R) - To signify a reduced rate or charge
- (S) - To signify a correction or reissued matter
- (T) - To signify a change in text but no change in rate or regulation

Issued:

Effective:

by:

Director - Tariffs
Bell Atlantic Network Data, Inc.
1095 Avenue of the Americas, 41st Floor
New York, New York 10036

APPLICATION OF TARIFF

This Tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by Bell Atlantic Network Data, Inc. within the State of Missouri, subject to the jurisdiction of the Missouri Public Service Commission ("Commission").

This Tariff is on file with the Commission. In addition, this Tariff is available for review at the main office of Bell Atlantic Network Data, Inc., located at 1095 Avenue of the Americas, 41st Floor, New York, New York 10036.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Acceptance and Confirmation - written acknowledgment to Customer that an Application for Service has been accepted by Carrier.

Additional Period - unit of time used for measuring and charging for a connection in excess of the Initial Period.

Application for Service - Customer request in the form of standard Carrier order that provides applicable service description, technical data and pertinent information that allows Carrier to design the network facilities for Customer and its Authorized Users.

Authorized User - person, firm or corporation authorized by Customer to be connected to Customer through private line facilities.

Bit - smallest unit of information in a binary system of notation.

Bits per second (Bps) - number of bits transmitted in a one-second interval.

Carrier - Bell Atlantic Network Data, Inc.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Channel - electrical transmission path for two-way communications.

Commission - Missouri Public Service Commission.

Contract Service Arrangement - agreement in which Carrier provides service under specific terms and conditions of this Tariff.

Customer - company, individual, or other entity which purchases a service from Carrier and uses service, and is therefore responsible for payment of all charges due and for compliance with Carrier's tariff regulations.

Customer Premise - Customer or user's premises, including Customer designated non-Carrier premises.

Data - information represented as characters in digital or analog form to which meaning can be assigned.

DS-0 - facilities that provide for the two-way transmission of isochronous bipolar serial data at a rate of 56/64 Kbps. The particular speed available is dependent on availability of facilities.

DS-1 - facilities that provide for the two-way transmission of isochronous bipolar serial data at a rate of 1.544 Mbps.

DS-3 - facilities that provide two-way transmission of isochronous bipolar serial data signals at 44.736 Mbps. The service can be provided with either an optical or electrical interface as specified by Customer.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Facility (or Facilities) - any item or items of communications plant or equipment used to provide or connect to specialized services.

Initial Period - minimum unit of time for which a rate is charged for a connection between given points.

Local Access and Transport Area (LATA) - defined geographic area within which the local telephone company may provide telephone services and/or facilities.

Main Billed Account - Customer's name, address and account number to which charges are billed.

MRC - Monthly Recurring Charge.

Network Interface - demarcation point on Customer's premise that defines the end of Carrier's responsibility.

NRC - Non-Recurring Charge.

Service - any or all service(s) provided by Carrier pursuant to this Tariff.

Service Period - period from service date to Customer requested end date.

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Carrier**

- 2.1.1** Service is furnished for telecommunications originating and terminating within the State of Missouri under the terms and conditions of this Tariff.
- 2.1.2** Carrier shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this Tariff.
- 2.1.3** Carrier neither owns nor operates telecommunications facilities within the State of Missouri, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered Customer of Carrier, and not Customer of any other carrier.
- 2.1.4** Service is available 24 hours per day, seven days per week.

2.2 Limitations on Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff. The obligation of Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities, which are required to meet Customer's order for service. Carrier will make all reasonable efforts to secure the necessary facilities, providing such new service will not adversely affect Carrier's present services.
- 2.2.2** Carrier reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for non-payment by Customer.
- 2.2.3** Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of service, except with the consent of Carrier. In the event of such transfer or assignment, all regulations and conditions contained in this Tariff, as well as all conditions for service, shall apply to the assignee(s) or transferee(s).
- 2.2.4** Service may not be used for any unlawful purpose.

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SECTION 2 - REGULATIONS (Continued)**2.3 Limitations on Liabilities**

- 2.3.1** Except as stated elsewhere in this Tariff, Carrier shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service, and not caused by mistakes or errors of Customer. No liability shall commence prior to activation of service. Carrier's failure to provide or maintain service under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond Carrier's reasonable control. In no event shall such liability exceed the charges assessed Customer under this Tariff.
- 2.3.2** Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any loss of Customer or other, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the operation, failure to operate, maintenance, or use of its service, provided that such occurrence is not the result of Carrier's willful misconduct. No agents or employees of others shall be deemed to be agents or employees of Carrier.
- 2.3.3** Except as stated in this Section, Carrier shall have no liability for damages, including, without limitation, direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This tariff does not limit the liability of Carrier for willful misconduct.
- 2.3.4** Carrier shall not be liable for any act or omission of any other entity furnishing to Customer equipment, facilities or service used with the service furnished in this Tariff; nor shall Carrier be liable for any damages or losses due to the failure or negligence of Customer or due to the failure of Customer-provided equipment or facilities.

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SECTION 2 - REGULATIONS (Continued)**2.3 Limitations on Liabilities (Continued)**

2.3.5 Carrier shall not be liable for any act or omission of any other entity furnishing facilities or service to Carrier, which are necessary for the provision of service under this Tariff.

2.3.6 Carrier is not liable for unavoidable damages to the subscriber's premise resulting from attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof. Customer shall indemnify and save harmless Carrier from any claims of the owner of Customer's premises or other third party claims for such damages.

2.4 Claims

The Carrier shall be indemnified and saved harmless by Customer from and against all loss, liability, damage and expensed, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over Carrier's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of Carrier's equipment, facilities or Service with Customer provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of Customer or patron(s) of Customer relating to the use of Carrier's Service or facilities.

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SECTION 2 - REGULATIONS (Continued)**2.5 Discontinuance or Interruption of Service by Carrier**

Without incurring any liability, Carrier may, under the following conditions discontinue or interrupt service provided by Carrier.

- 2.5.1** For noncompliance with or violation of any applicable State, Municipal or Federal laws, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- 2.5.2** For noncompliance with any of the provisions of this Tariff governing service.
- 2.5.3** In the event of Customer's use of service in such a manner as to adversely affect Carrier's equipment or service to others.
- 2.5.4** In the event of unauthorized or fraudulent use of service.
- 2.5.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing service to Customer.
- 2.5.6** In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.
- 2.5.7** Carrier shall not be liable to Customer for any damages for service interruption pursuant to this Section.

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SECTION 2 - REGULATIONS (Continued)**2.5 Discontinuance or Interruption of Service by Carrier (Continued)**

- 2.5.8** Carrier reserves the right to limit the duration of a connection when necessary because of a shortage of service components caused by emergency conditions.
- 2.5.9** Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind. Carrier may suspend service after notice to subscriber of noncompliance with any provision of this Tariff if such noncompliance is not corrected within 30 days following the receipt of notice.
- 2.5.10** Carrier may, upon written notice, immediately discontinue service for non-payment of any sum due the Carrier for more than 30 days beyond the rendition of the bill for such service, without incurring any liability.

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SECTION 2 - REGULATIONS (Continued)

2.6 Cancellation or Termination of Service by Customer

2.6.1 Customer may, at its option, cancel or terminate the use of service at any time. Customer remains responsible for all billed charges.

2.7 Restoration of Service

The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2 - REGULATIONS (Continued)

2.8 Payment and Billing

- 2.8.1** If notice from Customer of a dispute as to charges is not reported to Customer service representative or received in writing by Carrier within 30 days after the date the charges are incurred, the billing will be considered correct.
- 2.8.2** Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer.
- 2.8.3** Customer is responsible for payment of all charges for services furnished. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Carrier may discontinue furnishing said service, without incurring any liability.

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SECTION 2 - REGULATIONS (Continued)**2.8 Payment and Billing (Continued)**

2.8.4 The charges for calls are due upon presentation of the bill and are billed and collected by Carrier or its agent.

2.8.5 Monthly Charges

A. Monthly charges may be billed a month in advance of service or in the current month or in arrears, and reflect the rates in effect as of the date of the invoice. Customer's invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period or to reflect changes in rates.

B. Monthly charges for all access service components billed by Carrier are billed in advance of service and reflect the rates in effect as of the date of the invoice. Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

C. For the purpose of computing partial month charges, a month is considered to consist of 30 days.

2.8.6 Customer shall be responsible for the payment of all charges for service provided under this. Customer shall be responsible for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.

2.8.7 Carrier requires a minimum service commitment of 90 days for Frame Relay services, unless specified otherwise.

2.8.8 There is a \$25.00 returned check charge.

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SECTION 2 - REGULATIONS (Continued)**2.9 Deposits****2.9.1 General**

Carrier may require Customer without an established credit history to pay a sum up to an amount equal to twice the estimated average monthly charges as a deposit. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves Customer from complying with the requirement for prompt payment of bills on presentation. At such time as service is terminated, the amount of the deposit will be credited to Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to Customer at any time prior to termination of service at the option of Carrier.

2.9.2 Credit Limits/Usage Limits

When Customer's credit history is not known, Carrier may perform a credit assessment. Carrier may set usage limitations on applicants for service and existing Customers whose financial condition cannot be verified or is otherwise unacceptable to Carrier. Any required deposit may be increased or decreased by Carrier as it deems appropriate in light of changing conditions.

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SECTION 2 - REGULATIONS (Continued)**2.10 Taxes**

Service may be subject to state and/or local taxes at the prevailing rates if service originates and terminates in the State. Taxes are not included in the rates and charges listed herein.

Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained herein, unless Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility for Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

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SECTION 2 - REGULATIONS (Continued)

2.11 Credit Allowances for Interruptions

2.11.1 Application - General

A credit allowance is applicable to that portion of Customer session which is interrupted due to poor transmission (e.g., noisy circuit condition) or one-way transmission (one party is unable to transmit to the other).

To receive the proper credit, Customer must notify Carrier within 30 days and furnish the appropriate detail.

Credit allowances do not apply for interruptions that are due to the failure of power, equipment or systems not provided by Carrier.

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SECTION 2 - REGULATIONS (Continued)**2.12 Application for Service/Changed or Canceled Orders**

- 2.12.1** Carrier will charge for cancellation and change orders prior to the establishment of service. The amount of the charge will vary according to the status of the service order and the stage when cancellation occurred. In addition to any cancellation charge imposed by Carrier, Customer will also be responsible for any charges incurred by Carrier which are imposed by a local access service provider for cancellation of an access service order.
- 2.12.2** Customer may change an application for service upon written notice to Carrier, subject to acceptance and confirmation by Carrier. A charge shall apply to any change when the request is received by Carrier after notification by Carrier of the acceptance and confirmation. The charge will include the sum of the charges and costs incurred by Carrier for the service involved, including direct and indirect costs.

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SECTION 2 - REGULATIONS (Continued)**2.13 Obligations of Customer**

- 2.13.1** Customer shall be responsible for the payment of all charges for service provided under this Tariff, and of payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
- 2.13.2** Customer shall notify Carrier of any interruption in service. Before giving notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer, is not within his control or is not in wiring or equipment annexed to Carrier's terminal.
- 2.13.3** Customer shall comply with minimum protective criteria, as may be prescribed by Carrier to protect equipment and facilities.
- 2.13.4** Customer shall be responsible for ensuring Customer-provided signals will not result in interference with any of the services provided by Carrier. All signals must be of the proper type, bandwidth and other technical parameters, so as not to damage Carrier's equipment or degrade service to other subscribers. It shall be the subscriber's responsibility to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Carrier's equipment on their premise.
- 2.13.5** Equipment and facilities connected to those of Carrier shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with Carrier's service. Such equipment and facilities shall be suitable to avoid hazard or damage to Carrier's plant or of injury to Carrier's employees or to the public because of the character or location of such equipment or facilities and sources of power to which it is connected.

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SECTION 2 - REGULATIONS (Continued)**2.13 Obligations of Customer (Continued)**

- 2.13.6** Upon notice from Carrier that the equipment or facilities of Customer, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, Customer, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
- 2.13.7** Customer shall be liable for reimbursing Carrier for all loss or damage from theft, fire, flood, or other catastrophes, and negligence and willful acts of Customer's officers, employees, agents or contractors Carrier provided equipment or facilities on Customer's premise.
- 2.13.8** Customer shall be responsible for obtaining all necessary permits, licenses, variances and other authorizations required by the state and local authorities for installation and operation of Customer provided equipment or facilities for connection with Carrier's equipment or facilities.
- 2.13.9** Customer shall make available entry to its premises for Carriers' employees, agents or contractors at any reasonable hour for the purpose of installing, inspecting, or repairing equipment or service, or, upon termination of service, removing Carrier's equipment.
- 2.13.10** No Customer or Authorized User may assign or delegate its responsibilities, duties, rights or obligations under this Tariff to any person, corporation, or other entity without the express, written approval of Carrier; provided, however, that Customer may, without Carrier's approval, assign or delegate such responsibilities, duties, rights, or obligations to any subsidiary or affiliated organization or to any successor organization.
- 2.13.11** Customer is responsible for fault trouble-shooting and isolation of premise equipment and transmission signals and quality. Customer shall be liable to Carrier for the payment of a service charge for trouble-shooting and fault isolation for costs resulting from Carrier identification of Customer equipment malfunction that was reported by Customer as a service error, or fault, or where Customer's equipment malfunction created a degradation of network facilities or service regardless of who identifies the trouble.

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SECTION 2 - REGULATIONS (Continued)**2.14 Termination Liability for Frame Relay Service**

In the event of early termination of a contract plan, and unless otherwise stated, Customer must pay a lump sum of 50% the monthly discounted charges of the remaining unexpired term of the agreement. Customer will not be liable for termination charges for a specific service if new service of the same type, and of equal or greater charges, is ordered, and the order is received by Carrier, provided that the inception date of the contract plan for the new service is on or before the expiration date of the terminated plan. In addition, no termination charge will be applied for Customer converting from a specified service to a more advanced service provided that the expiration date for the contract plan for the new service is on or before the expiration date of the terminated plan.

2.15 Labor Charges

When work requested requires that another carrier's employee, agent, or contractor perform work regarding Customer's service, charges incurred by Carrier will be passed on to Customer.

2.16 Promotions

Carrier may, upon Commission approval, provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. Carrier will provide written notice to the Commission at least seven days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay****3.2.1 Description of Service**

Frame Relay Service (FRS) is a "fast packet" network service that permits the transmission of data at speeds of 56 Kbps, 384 Kbps or 1.544 Mbps using Permanent Virtual Circuits (PVCs)

PVCs are logical circuits that define a specific path for data sent by Customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple PVCs to be defined over a single access line, thereby providing a single access line the capability to transmit data to multiple destinations.

In operation of Frame Relay Service, Customer premises equipment, such as routers, encapsulate arriving data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. Customer premises equipment then sends the frame into the Frame Relay network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC path.

The statistical multiplexing Frame Relay switches are able to provide shared network resources to end users of this service.

Frame Relay Service conforms to Consultative Committee for International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI) publications T1.602, T1.606, T1.617 and T1.618. The Committed Information Rate (CIR) and the Excess Burst Size (B(e)) are traffic management parameters that allow Customer to fine tune implementation of Frame Relay Service.

Clear Channel Capability will be provided upon request and where deemed applicable by Carrier. Special construction charges may apply.

3.2.2 Service Provisioning

Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Each frame is passed to the Frame Relay network with an address that specifies the virtual connection.

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

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.2 Service Provisioning (Continued)**

Frame Relay is provided to Customer in the form of the Frame Relay User-to-Network Interface (UNI) Port with Access Line, or Frame Relay UNI Port Only, Frame Relay Network-to-Network (NNI) Port Only, and Permanent Virtual Circuits. The Frame Relay Access Line forms the component which provides Customer access to Customer's serving wire center and interoffice transport from Customer's serving wire center to the Frame Relay Switch. The Frame Relay Access line is provided for use only with Frame Relay Service. The Frame Relay UNI and NNI Port Only are provided for digital special access line connections to the network supporting Frame Relay Service. Digital special access lines are available from the underlying facilities provider's Tariff.

PVCs are provisioned on a specific speed and Committed Information Rate (CIR) basis, depending on Customer's request. The actual throughput of aggregated PVC bandwidths in use at the same time on the same port cannot exceed the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative CIRs to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, there can be no guarantee that the CIR defined for that port and PVCs will be available at any point in time.

No PVC can have a greater bit rate than the bit rate of the associated access line.

A PVC must be associated with at least one Frame Relay Port. A Frame Relay Port can be associated with multiple PVCs.

Customer subscribing to a FRS port or port with access line will be referred to as the Controller of the Frame Relay Port. A separate entity may subscribe with written authorization from the Controller, to a PVC which allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the Controller may order the disconnect of the Frame Relay Access Service. Both Customers must have a Frame Relay Service. The Controller of each Frame Relay Access Service must have written permission from the Controller(s) of each of the Frame Relay Services to which a PVC is requested.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.2 Service Provisioning (Continued))**

The Frame Relay Port and PVC may be ordered and billed independently and can have different Customers as Controllers.

CIR is the maximum information rate at which Customer's traffic will be admitted to the Frame Relay network without being designated eligible for discard. CIR and Excess Burst Size (B(e)) are traffic management parameters that allow Customer to fine tune implementation of Frame Relay Service.

Carrier does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting Customer-originated data.

Frame Relay Service is available where facilities and conditions permit.

3.2.3 Obligations of Carrier

In addition to the general conditions described in Section 2, when Customer orders a PVC which is relayed to other Local Exchange Carriers, Interexchange Carriers or other Frame Relay networks, Carrier will provide assistance in establishing this PVC.

Carrier has the service responsibility up to and including the network interface.

Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the Frame Relay Switch out of service, during the predetermined maintenance window. In these cases, all attempts will be made to notify Customer in advance as to the time and duration of these outages. Carrier reserves the right to temporarily interrupt Frame Relay Service at other times in emergency situations.

3.2.4 Obligations of Customer

In addition to the general conditions described in Section 2:

- Customer's Frame Relay terminal equipment has the responsibility for retransmitting frames which are discarded due to errors or network congestion.
- Customer, upon request, shall furnish such information as may be required to permit Carrier to design and maintain the Frame Relay Service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
- It shall be the responsibility of Customer to ensure the continuing compatibility of Customer-provided equipment (CPE) that is used in conjunction with the Frame Relay Service. The CPE shall be in compliance with FCC rules and regulations.
- Customer shall be responsible for obtaining permission for Carrier's agents or employees to enter the premises of Customer or its users at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Carrier.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.4 Obligations of Customer (Continued)**

- At service subscription, Customer should specify the CIR and B(e) of each PVC ordered. CIR is the maximum information rate at which Customer's traffic will be admitted to the Frame Relay network without being designated eligible for discard. One hundred percent CIR will be allowed when conditions and infrastructure permit.
- Error correction is the responsibility of Customer's terminal equipment and/or applications. If the FRS network experiences congestion or failures, Customer data may be discarded. In addition, frames that are received in excess of the Be, with bad addresses, or other errors, will be discarded on ingress to the network.

3.2.5 Rate Regulations**A. Minimum Period**

The minimum period for Frame Relay Service is one month, except when provided under an Optional Payment Plan (OPP) arrangement. The regulations applicable to Frame Relay Service provided under an OPP arrangement is specified under 3.2.5D.

CIR based PVCs and Public NNI access are not offered under an OPP. When PVCs are added to existing Frame Relay Service, the minimum period for the added PVCs is one month.

B. Rate Elements**1. Frame Relay UNI Port and Access Line**

A nonrecurring charge and a monthly rate, based on the speed of the port connection (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, or 1.544 Mbps), apply per port for each Frame Relay access line connection to the network supporting Frame Relay Service. Each port can accommodate multiple PVCs.

2. Frame Relay UNI or NNI Port Only

A nonrecurring charge and a monthly rate, based on the speed of the port connection (i.e., 56 Kbps through DS3) apply per port for digital private line connection to the network supporting Frame Relay Service. Each port can accommodate multiple PVCs.

(a) Private Network-to-Network Interface (NNI) Port Only

The NNI port configuration is used for connecting two networks together for bi-directional messaging. Special access rates to the nearest Carrier Frame Relay switch are available from the underlying facilities provider's Tariff. Applicable Special Access Rate Elements include the appropriate digital local channel and interoffice channel rate elements.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.5 Rate Regulations (Continued)****2. Frame Relay UNI or NNI Port Only (Continued)****(b) User-to-Network Interface (UNI) Port Only**

The UNI port provides for a user to Carrier connection. Special access rates to the nearest Carrier Frame Relay capable service wire centers are available.

3. Frame Relay CIR-PVC

A monthly rate applies for each PVC based on the CIR requested by Customer. The subscriber to Frame Relay Service must specify the CIR and B(e) for each PVC at the time of the order. 100% CIR will be allowed when conditions and infrastructure permit.

Customers may purchase Express PVC-1 or Express PVC-2, to prioritize PVCs, at a higher rate and in lieu of CIR-PVCs. Express PVC will help to ensure maximum performance and satisfaction for applications. The above CIR conditions apply to Express PVC.

4. Frame Relay Public NNI Access

The public Network-to-Network (NNI) access connections are shared among several Customers whose data traffic traverses the link. The monthly rate is applied based on the CIR requested by Customer. Public NNI access will be provisioned where pre-established.

5. CIR-PVC Subsequent Order Charge

When Customer orders additional PVCs or B(e) or changes PVC or B(e) assignments on a Frame Relay port after the initial port installation, the CIR-PVC Subsequent Order Charge will apply per order.

6. Excess Burst Size (B(e))

For port size of 256 Kbps or higher, a burst size monthly recurring charge may be applicable. B(e) is uncommitted data.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.6 Rate Regulations (Continued)****C. Rate Application**

Customer may access Frame Relay Service via a Frame Relay Access Line or via the underlying facilities provider digital access facilities. If Customer utilizes a special access line to access FRS, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the FRS rate elements.

Customer utilizing special access facilities to access FRS would incur the monthly rate and nonrecurring charge associated with the Frame Relay UNI or NNI Port Only charge set forth under 4.2. The UNI Port provides for a user to carrier connection; the NNI Port provides for a carrier-to-carrier connection.

The Frame Relay Access Line and PVC may be ordered and billed independently and can have different Controllers, as discussed under 3.2.2. A request by one Customer to discontinue a PVC does not result in the disconnection of the Frame Relay Access Line and Port. Only the Controller of a Frame Relay Access Line may authorize a disconnect of that line.

Administrative changes to existing service will be made without charge(s) to Customer. Administrative changes are as follows:

- Change of Customer name, i.e., Customer of record does not change but rather the name of record changes its name, e.g., XYZ Company to XYZ Communications,
- Change of Customer premises address when the change of address is not a result of a physical relocation of facilities,
- Change in billing data (name, address, or contact name or telephone number),
- Change of Customer contact name or telephone number, and
- Change of Customer service element identification.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.5 Rate Regulations (Continued)****D. Optional Payment Plan (OPP)****1. General**

- (a) The terms and conditions specified herein are applicable to Frame Relay Service and are in addition to other regulations as specified in this Tariff.
- (b) The Frame Relay UNI Port with Access Line, the Frame Relay UNI or NNI Port Only, and PVC rate elements are available under an OPP. Digital special access lines and additional features are available at their tariffed rates and regulations.
- (c) Frame Relay OPP rates will not be greater than standard month-to-month Frame Relay rates, for the same rate elements.
- (d) Three year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one year OPP rates will flow through to the three year and five year OPP rates.
- (e) Payment periods of one year, three year, and five year are available to all Customers at the applicable rates set forth in 4.2 regardless of when they subscribe to an OPP arrangement.
- (f) Customer must designate on the ASR the payment period for the OPP.
- (g) Inside moves, provided in accordance with the underlying facilities provider's Tariff, will not incur termination liability charges.
- (h) Outside moves, provided in accordance with the underlying facilities provider's Tariff, will allow Customer to retain the same OPP payment period. Any other move will be treated as a disconnected of the service and termination liability charges will apply.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.5 Rate Regulations (Continued)****D. Optional Payment Plan (OPP) (Continued))****2. Changes in Length of OPP Period**

Prior to the completion of the selected OPP period, Customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a discontinuance of the existing OPP service and termination liability charges apply.

3. Renewal Options

- (a) At the expiration of an OPP period, Carrier will automatically renew the service at the same OPP period unless Customer chooses to convert to a different OPP period, convert to month-to-month rates or discontinue service.
- (b) Conversion to a different OPP period will require Customer to submit a change order ASR. Conversion of existing OPP service to a different OPP period will be allowed without application of any nonrecurring or ordering charges.
- (c) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no charge will apply.

4. Notification of Discontinuance

An order for discontinuance of an OPP arrangement must be received by Carrier at least 30 days prior to actual disconnect of service. Monthly charges will apply for a period of 30 days from the date Carrier receives disconnect notification or until the requested disconnect date, whichever period is longer.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.5 Rate Regulations (Continued)****D. Optional Payment Plan (OPP) (Continued)****5. Upgrade to Higher Speed Service**

Customers may elect to upgrade service(s) to a higher speed during a OPP period, subject to the following conditions:

- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Carrier at the same time.
- The fixed period plan for the upgraded service(s) meets or exceeds the remaining length of the existing fixed-period plan.
- The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.
- The monthly rates for the upgraded service and/or service elements will be in effect at the time of the service upgrade.
- Termination Liability charges will not apply as long as the upgraded service remains connected at the same point of termination or meets the requirements set forth in the underlying facilities provider's Tariff, and is provided by Carrier.
- Nonrecurring Charges will not apply to the upgraded Port or Port and Access Line.
- Nonrecurring Charges will apply to Special Access Lines as set forth in the underlying facilities provider's Tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (Continued)**3.2 Frame Relay (Continued)****3.2.5 Rate Regulations (Continued)****D. Optional Payment Plan (OPP) (Continued)****6. Termination Liability**

When an OPP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

Termination charges for Frame Relay Service (Port only or Port and Access) will also apply if the minimal amount defined in the contract is not retained. Charges are set forth below with the penalty assessed for each service that falls below the minimum number.

One Year OPP – 50% of any remaining portion of the first year's recurring charges for the in service quantity.

Three Year OPP – 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that time period for the in service quantity.

Five Year OPP – 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 20% of the total monthly recurring charges in that time period for the in service quantity.

7. Termination Without Liability

During an OPP period, should the currently effective rate for Customer's service increase, Customer may, at his/her option, terminate the OPP arrangement without penalty or liability.

8. Credit of Termination Liability

Credit of termination liability charges for Frame Relay Services may be applicable in the case of re-establishment of similar Frame Relay Service of equal to or higher speeds within six months of termination for the same length of the OPP. The amount of credit will be one-sixth of the penalty times the number of months service is re-established until the sixth month.

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SECTION 4 – RATES AND CHARGES (Continued)**4.1 Frame Relay****4.1.1 Frame Relay UNI Port and Access Line, each**

	<u>Nonrecurring Charges</u>	<u>Monthly Rate</u>
56 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
128 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
256 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
384 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
1.544 Mbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		

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SECTION 4 -- RATES AND CHARGES (Continued)**4.1 Frame Relay (Continued)****4.1.2 Frame Relay UNI Port Only, each**

	<u>Nonrecurring Charges</u>	<u>Monthly Rate</u>
56 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
128 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
256 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
384 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
1.544 Mbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
45 Mbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		

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SECTION 4 – RATES AND CHARGES (Continued)**4.1 Frame Relay (Continued)**

	<u>Nonrecurring Charges</u>	<u>Monthly Rate</u>
4.1.3 Frame Relay NNI Port Only, each		
56 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
128 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
256 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
384 Kbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
1.544 Mbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		
45 Mbps		
Month to Month		
One Year OPP		
Three Year OPP		
Five Year OPP		

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SECTION 4 – RATES AND CHARGES (Continued)**4.1 Frame Relay (Continued)**

	<u>Nonrecurring Charges</u>	<u>Monthly Rate</u>
4.1.4 250 Kbps – Burst (B(e))		
4.1.5 1 Mbps – Burst (B(e))		
4.1.6 Subsequent Order Charge		
4.1.7 Committed Information Rate (CIR)		
1 – 32 Kbps CIR		
Express PVC-1		
Express PVC-2		
33 – 64 Kbps CIR		
Express PVC-1		
Express PVC-2		
65 – 96 Kbps CIR		
Express PVC-1		
Express PVC-2		
97 – 128 Kbps CIR		
Express PVC-1		
Express PVC-2		
129 – 192 Kbps CIR		
Express PVC-1		
Express PVC-2		
193 – 256 Kbps CIR		
Express PVC-1		
Express PVC-2		
257 – 320 Kbps CIR		
Express PVC-1		
Express PVC-2		

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SECTION 4 – RATES AND CHARGES (Continued)**4.1 Frame Relay (Continued)**

	<u>Nonrecurring Charges</u>	<u>Monthly Rate</u>
4.1.7 Committed Information Rate (CIR) (Continued)		
321 – 384 Kbps CIR		
Express PVC-1		
Express PVC-2		
385 – 512 Kbps CIR		
Express PVC-1		
Express PVC-2		
513 – 768 Kbps CIR		
Express PVC-1		
Express PVC-2		
769 – 1,152 Kbps CIR		
Express PVC-1		
Express PVC-2		
1,153 – 1,536 Kbps CIR		
Express PVC-1		
Express PVC-2		
1,537 – 4,000 Kbps CIR		
Express PVC-1		
Express PVC-2		
4,001 – 10,000 Kbps CIR		
Express PVC-1		
Express PVC-2		
10,001 – 15,000 Kbps CIR		
Express PVC-1		
Express PVC-2		
15,001 – 20,000 Kbps CIR		
Express PVC-1		
Express PVC-2		

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SECTION 4 – RATES AND CHARGES (Continued)**4.1 Frame Relay (Continued)**

	<u>Nonrecurring Charges</u>	<u>Monthly Rate</u>
4.1.7 Committed Information Rate (CIR) (Continued)		
20,001 – 25,000 Kbps CIR		
Express PVC-1		
Express PVC-2		
25,001 – 30,000 Kbps CIR		
Express PVC-1		
Express PVC-2		
30,001 – 35,000 Kbps CIR		
Express PVC-1		
Express PVC-2		
35,001 – 40,000 Kbps CIR		
Express PVC-1		
Express PVC-2		
40,001 – 45,000 Kbps CIR		
Express PVC-1		
Express PVC-2		

4.1.8 Public NNI, based on CIR

1 – 32 Kbps
33 – 64 Kbps
65 – 96 Kbps
97 – 128 Kbps
129 – 192 Kbps
193 – 256 Kbps
257 – 320 Kbps
321 – 384 Kbps
385 – 512 Kbps
513 – 768 Kbps
769 – 1,152 Kbps
1,153 – 1,536 Kbps
1,537 – 4,000 Kbps

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SECTION 4 – RATES AND CHARGES (Continued)**4.1 Frame Relay (Continued)**

	<u>Nonrecurring Charges</u>	<u>Monthly Rate</u>
4.1.8 Public NNI, based on CIR (Continued)		
4,001 – 10,000 Kbps		
10,001 – 15,000 Kbps		
15,001 – 20,000 Kbps		
20,001 – 25,000 Kbps		
25,001 – 30,000 Kbps		
30,001 – 35,000 Kbps		
35,001 – 40,000 Kbps		
40,001 – 45,000 Kbps		

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ATTACHMENT 4

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Winstar

Nextlink

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