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January 11, 2000

FILED³

JAN 11 2000

Missouri Public
Service Commission

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 3660
Jefferson City, Missouri 65102

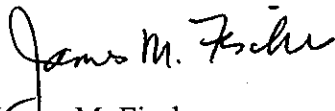
RE: *SBC Advanced Solutions, Inc.*
Case No. TA-2000-260

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are an original and six copies of substitute tariff MO.P.S.C. No. 1, Original Sheet Nos. 13, 34, 35 and 43, and MO.P.S.C. No. 2 Original Sheet Nos. 5, 6, 9, 15, 16, 23, 24, 29, 31, 37, 38, 39, 41, 44, 47, 49, 63, 64, 65, 67, 68, and 73, incorporating changes requested by Staff. A copy of the foregoing substitute tariff sheets have been hand-delivered or mailed this date to parties of record.

Thank you for your attention to this matter.

Sincerely,


James M. Fischer

/jr
Enclosures

cc: Office of the Public Counsel

TR200000460

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1. DEFINITIONS-(Continued)

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

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

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

V & H: Vertical and Horizontal geographic coordinates.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

2.1.2 Shortage of Equipment and Facilities

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

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By REBECCA DE LA CRUZ, Vice President-Customer Services
SBC Advanced Solutions, Inc.
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2. REGULATIONS-(Continued)

2.13 Interruptions of Service-(Continued)

2.13.5 Credit Allowance for Interruptions in Service-(Continued)

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

2.14 Customer Service

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

3. APPLICATION OF RATES

3.1 Introduction

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

3.2 Special Arrangements

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

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3. APPLICATION OF RATES-(Continued)

3.3. Individual Case Basis (ICB) Arrangements

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

3.4 Special Construction

- A. Rates and charges for special construction will be provided as set forth in Section 5 of the Access Services Tariff.
- B. Special Construction is that construction undertaken:
 - 1. Where service components are not presently available, and there is no other requirement for the service components so constructed.
 - 2. Of a type other than that which the Company would normally utilize in the furnishing of its services.
 - 3. Over a route other than that which the Company would normally utilize in the furnishing of its services.
 - 4. In a quantity greater than that which the Company would normally construct to serve the customer's needs.
 - 5. On a temporary basis until permanent service components are available.
 - 6. Involving abnormal costs.
 - 7. In advance of the normal construction on an expedited basis.
- C. A request for charges for special construction will be subject to a special Quotation Charge for the Direct administrative and engineering costs associated with the preparation of that particular quotation. The amount of such charges will be credited to the account of the customer when an order for that particular special construction is received within 90 days of the quotation. The customer will authorize, through a designated representative, the request for a quotation before the Company undertakes any work involved in developing such quotations.

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5. FRAME RELAY DIGITAL SERVICE-(Continued)

5.2 Regulations

5.2.1 The following rules and regulations are in addition to other rules and regulations as stated in this or other Company tariffs.

- A. Provision of this service (or provision of any specific element associated with this tariff) is subject to the availability and operational limitations of the equipment and associated facilities.
- B. A variety of equipment and facilities may be used to provide this service. The Company reserves the right to determine which shall be used and the right to modify and change such equipment at its option.
- C. No credit allowance will be made for interruptions due to the negligence and/or failure of equipment provided by customer or user. Furthermore, interruptions of service during any period in which the Company is not afforded access to the premises at which this service is terminated will not receive a credit allowance.
- D. The minimum billing period for this service is one month. If service is discontinued after the first month, during a fractional part of a month, all appropriate charges will be based on the actual number of days the service is furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have 30 days.
- E. This service requires the use of customer-provided equipment which must be compatible with the Company's equipment and facilities and must conform to industry standards for Frame Relay and specifications provided in Technical Publication TP 76642.
- F. Service furnished to one customer may be assumed by a new customer upon due notice of cancellation or abandonment, provided there is no lapse in service and the service is assumed exactly as provided to the previous customer. The new customer must assume all the obligations of the previous customer.
- G. [Reserved for future use]

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ACCESS SERVICES

1. GENERAL REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

- A. The Company does not undertake to transmit messages or offer any telecommunication services under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of its services. Company facilities are not represented as adapted to the use of other than Company-provided services or equipment. The responsibility of the Company shall be limited to the provision of services under this Tariff and to the maintenance and operation of such services.
- C. The Company shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other sections of this Tariff.
- E. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- F. Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company.
- G. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- H. This Tariff contains regulations, rates and charges applicable to the provision of Access Services in connection with Advanced Services that rely on packetized technology and which has the capability of transmission speeds of at least 56 kilobits per second in both the transmit and receive direction.

ACCESS SERVICES

1. GENERAL REGULATIONS-(Continued)

1.1 Undertaking of the Company-(Continued)

1.1.2 Limitations

- A. For Enhanced Service Providers (ESPs), Access Services are not to be used as toll replacement. All calls, whether originating or terminating, will be limited to the local calling scope of the ESP's serving wire center as defined in SWBT's local or general exchange tariffs. This limitation includes calls which:

- Originate at an end user and terminate to an ESP.
- Originate at an end user, route through the ESP and terminate to another end user.
- Originate at an ESP and terminate to an end user.

Where Access Service features exist which limit the scope of the Access Service to a local calling area, as a condition of being provided Access Services, ESPs shall request these features on the same Order on which the associated Access Service is requested.

Also, as a condition of being provided Access Service, ESPs will be required to sign an agreement not to disclose the calling party's telephone number, except for services directly related to the call (e.g., call setup, routing of calls, billing and maintenance) unless permission is given by the calling party.

- B. The use and restoration of services shall be in accordance with the Federal Communications Commission's Rules and Regulations which specify the priority system for such activities.
- C. First-come first-served shall be based upon the received time and date stamped by the Company on customer orders which contain the information as required for each respective service as delineated in other sections of this Tariff. Customer orders shall not be deemed to have been received until such information is provided. When necessary, the Company will attempt to seek clarification on a verbal basis. The Company will initiate the order process within one working day of receipt of the customer's order.

In the event a shortage of facilities should exist, the type of shortage of facilities and equipment and how quickly relief can be provided would also be taken into consideration with the preceding provisions.

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ACCESS SERVICES

1. GENERAL REGULATIONS-(Continued)

1.1 Undertaking of the Company-(Continued)

1.1.3 Liability-(Continued)

- I. The Company shall in no way be liable for any harm or any damages arising in connection with any failure of the customer to properly ground or bond the service, the premises, any structure in which the service is to be provided or used, or any equipment or associated wiring.

1.1.4 Provision of Services

- A. The Company, to the extent that such services are or can be made available with reasonable effort may provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

In the event that the customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with the Company's filed tariffs and technical publications, alternative designs may be provided by the Company. Additionally, the Company will work with the customer to reach an agreeable solution.

- B. The services provided under this tariff are provided over such routes and facilities as the Company may elect.
- C. The services provided under this tariff (1) will include any entrance cable or drop wiring and wiring or cable as set forth in Part 68 of the Federal Communications Commission's Rules and Regulations and (2) will be installed by the Company to the points of termination.

Moves involving the point of termination at the customer premises for Access Services offered under this tariff are discussed in the appropriate section of the tariff.

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ACCESS SERVICES

1. GENERAL REGULATIONS-(Continued)

1.2 Use-(Continued)

1.2.2 Unlawful and Abusive Use

- A. The services provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
 2. The use of the service in such a manner as to interface unreasonably with the use of the service by one or more other customers.
- B. The Company shall, upon written request from a customer, another telecommunications company or lawful authority, terminate service to any subscriber or customer identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its Tariffs.
- C. In such instances when termination occurs, as in (B) preceding, the Company shall be indemnified, defended and held harmless by the customer or any other telecommunications company or party against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

1.3 Obligations of the Customer

1.3.1 Damages

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

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ACCESS SERVICES

1. GENERAL REGULATIONS-(Continued)

1.3 Obligations of the Customer-(Continued)

1.3.2 Theft

The customer shall reimburse the Company for any loss through theft of facilities utilized to provide services under this Tariff at the customer premises.

1.3.3 Connections

Equipment and/or systems (i.e., termination equipment, multiline terminating systems and communications systems) may be connected with Switched and Special Access Service furnished by local exchange companies, where such connection is made in accordance with the provisions specified in Reference Publications AS No. 1, Issue II and in 1.1 (Undertaking of the Company).

1.3.4 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall be responsible for grounding and/or bonding the premises, any structure in which service is to be provided or used, and any equipment and associated wiring. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing services of the Company.

1.3.5 Protective Apparatus and Additional Facilities

The customer shall install and bear the cost, if any, of such additional facilities or protective apparatus which, according to accepted telecommunications industry standards, are required to be installed because of the particular use or hazardous location of the services provided under this Tariff. Rates and/or charges, if applicable, will be developed on an individual-case basis.

1.3.6 Design of Customer Services

Subject to the provisions of Paragraph 1.1.4, D., preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum network protection criteria, operating or maintenance characteristics of the facilities.

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ACCESS SERVICES

1. GENERAL REGULATIONS-(Continued)

1.4 Payment Arrangements and Credit Allowances-(Continued)

1.4.3 Quotation Preparation Charge

A Nonrecurring Charge for the preparation of a quotation applies whenever a customer requests rates and charges for any service for which the rates and charges are determined on an individual-case basis prior to placing an order for service. The charge includes the costs associated with the development and preparation of the quotation and any applicable taxes. The customer will be advised of the charge for quotation preparation (USOC: QPA) and must agree to pay the charge before development of the quotation will commence.

A. Application of Charge

If, after being advised that a quotation preparation charge is applicable, the customer requests the quotation, it will be developed and furnished. A bill for the quotation preparation will be rendered. The quotation is valid for 180 days and will identify all estimated costs associated with the provision of the facilities needed to satisfy the customer's service requirements. If, within this 180-day period, the customer orders the service as quoted and service is subsequently provided, the Quotation Preparation Charge will be credited to the customer's account. However, if the customer cancels the order before service is provided, but after completion of the quotation preparation, a charge equal to the costs incurred by the Company will apply.

If the customer cancels the request for a quotation prior to its completion, the customer will be billed the lesser of the amount for:

- the quotation preparation charge, which the customer was advised would apply, or
- the costs incurred, for quotation preparation, plus any appropriate taxes through the cancellation date.

B. Title or Ownership Rights

The payment of a charge for quotation preparation does not assign, confer or transfer title or ownership rights to proposals or facilities designed or furnished by the Company. Title and ownership rights for any item developed at the customer's request remains with the Company, except as specifically provided by an agreement between all parties.

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ACCESS SERVICES

1. GENERAL REGULATIONS-(Continued)

1.4 Payment Arrangements and Credit Allowances-(Continued)

1.4.4 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company by the customer and ends when the service is operative.

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate, the assumed minutes of use charge or the minimum monthly usage charge as appropriate for the service interrupted in any one monthly billing period.

For calculating credit allowances every month is considered to have 30 days.

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

1. For Special Access Services no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues.
2. For Frame Relay Service (FRS), no credit shall be allowed for an interruption of less than four hours. The customer shall be credited for an interruption of four (4) hours or subsequent fraction thereof that the interruption continues, at the rate of 1/30 (1 day) of the monthly rates for the interrupted service or the affected portion thereof. For the purpose of determining the allowance, every month is considered to have 30 days.

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1. GENERAL REGULATIONS-(Continued)

1.6 Definitions-(Continued)

Demarcation Point-(Continued)

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarc Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as single unit premises, with the Demarc Point being placed on the shore.

End User

Denotes a user of the Company's local or general exchange services or, of a customer's services, unless it is explicitly set forth elsewhere in this Tariff that an end user may be considered an Access Service customer.

Entity

Denotes something that exists as a particular and discrete unit (e.g., corporations or subsidiary company).

Estimated Cost

Denotes all estimated costs that will be incurred in providing a specific case of special construction, including any appropriate taxes.

Exchange

Denotes a unit generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprises a given Local Access and Transport Area.

Facilities

Denotes any cable, fiber optic, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, computers (both hardware and software), business machines, etc., utilized to provide the services offered under this Tariff or the services provided by an customer for its own use or for a customer End User's use.

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ACCESS SERVICES

1. GENERAL REGULATIONS-(Continued)

1.6 Definitions-(Continued)

Local Access and Transport Area (LATA)

Denotes a geographic area established by the Company for the provision and administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier (LEC)

The certificated provider of basic local exchange telephone service.

Maximum Termination Liability

Denotes the maximum amount which may be billed if all services using specially constructed facilities are terminated prior to the expiration of the Maximum Termination Liability Period.

Maximum Termination Liability Period

Denotes the length of time for which a termination charge may apply if all services using specially constructed facilities are terminated. The liability period is equal to the average account life of the specially constructed facilities. When construction involves multiple classes of plant with differing lives, the liability period is equal to the weighted average of the account lives involved in the special construction case, using nonrecoverable investment as the basis for weighting.

Net Salvage

Denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

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ACCESS SERVICES

2. ORDERING FOR ACCESS SERVICE-(Continued)

2.2 Access Order

An Access Order is used by the Company to provide to a customer Access Service as follows:

- Other Services as set forth in Paragraph 2.1.2, preceding.

For Frame Relay Service (FRS), the customer must specify the customer's designated premises, the Primary Market Area (PMA) involved and the type of access termination. For each access termination requested, the customer must specify the data transmission speed.

In addition, the customer must provide both points connected by a Logical Link, along with the data link connection identifier (DLCI), or address, assigned for each point when establishing the permanent virtual circuit.

When ordering from a point outside the PMA, the Company shall determine the frame relay switch(es) within the PMA as well as the nearest serving wire center within the PMA.

2.2.1 Access Order Service Date Intervals

The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines and, where possible, will reflect the customer's requested service date.

Access Services provided will be installed during Company business days. If a customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the customer will be subject to applicable Additional Labor Charges as set forth in Section 4, following.

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2. ORDERING FOR ACCESS SERVICE-(Continued)

2.2 Access Order-(Continued)

2.2.2 Access Order Charge

An Access Order Charge will apply per Access Order for the installation, addition, change or rearrangement of Access Services.

An Access Order Charge will apply, in addition to other applicable Access tariff charges, with the following exceptions:

- Access Order Modifications as specified in 2.2.3, following;
- Complete or partial disconnection of Access Service(s) and/or feature(s) (except when a Carrier Identification Code (CIC) is deleted;

	<u>USOC</u>	<u>Charge</u>
Access Order Charge, per order	NRBIX	\$16.00(1)
Frame Relay Order Charge, per order	NRBIX	\$14.00(1)

2.2.3 Access Order Modifications

The customer may request a modification of its Access Order at any time prior to the service date or notification by the Company that service is available for the customer's use, whichever is later. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modifications will apply on a per-occurrence basis.

- (1) This nonrecurring charge will be waived when the charge is the result of the return of a Carrier Identification Code (CIC) to Telecordia.

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2. ORDERING FOR ACCESS SERVICE-(Continued)

2.2 Access Order-(Continued)

2.2.3 Access Order Modifications-(Continued)

Any increase in the number of Frame Relay Service (FRS) Links or Ports, will be treated as a new Access Order (for the increased amount only).

A. Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 45 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 45 calendar days beyond the original service date, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. The Application Date will not change as a result of a Service Date Change. If a Design Change has been requested as set forth in 2.2.3, C., following, and the engineering review cannot be completed within the 45-calendar-day time frame, the new service date may exceed the original service date by more than 45 calendar days. In all other cases, if the customer-requested service date exceeds the allowable service date change period previously described, the order will be canceled by the Company, appropriate cancellation charges applied and a new order issued with the new service date. If a service date change is necessary to accommodate a customer-requested Design Change, both the Service Date Change Charge and the Design Change Charge apply.

A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date and the Company determines that additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by the Company that an Expedited Order Charge, as set forth in 2.2.3, D., following, applies. Such charges to expedite service should they apply, will be in addition to the Service Date Change Charge.

A Service Date Change Charge will apply, on a per-order, per-occurrence basis, for each service date changed. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Charge, per Order	OMC	\$13.00

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2. ORDERING FOR ACCESS SERVICE-(Continued)

2.2 Access Order-(Continued)

2.2.3 Access Order Modifications-(Continued)

D. Expedited Order Charge

If a customer desires that service be provided on an earlier date than that which has been established for the Access Order or the provision of the Access Service, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested date and that additional labor cost or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. If the customer instructs the Company to proceed, such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Company will keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in 4.2.6, following.

To develop, determine and bill the customer for extraordinary costs which may be involved, the special construction terms and conditions as set forth in Section 5, following, will be used by the Company. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions in Section 5, following.

When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in Paragraph 2.2.3, A., preceding, also applies.

2.2.4 Cancellation of an Access Order

- A. A customer may cancel an Access Order at any time prior to the service date or notification by the Company that service is available for the customer's use, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

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3. SPECIALIZED SERVICE OR ARRANGEMENTS

3.1 General

Specialized Service or Arrangements may be provided by the Company, at the request of a customer, on an individual-case basis if such service or arrangements meet the following criteria:

- The requested service or arrangements are not offered under other sections of this Tariff.
- The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
- The requested service or arrangements are provided within a LATA.
- The requested service or arrangements are compatible with other Company services, facilities and its engineering and maintenance practices.
- This offering is subject to the availability of the necessary Company personnel and capital resources.

3.2 Rates and Charges

Rates and charges and additional regulations, if applicable, for Specialized Service or Arrangements are provided on an individual-case basis.

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4. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES-
(Continued)

4.2 Additional Labor-(Continued)

4.2.5 Other Labor

Other labor is that additional labor not included in Paragraphs 4.2.1 through 4.2.4, preceding including, but not limited to labor incurred to extend the Point of Termination as set forth in 1.1.4, preceding, and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

4.2.6 Charges for Additional Labor

If more than one technician is involved in the same additional labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. The charges for additional labor are as follows:

<u>Additional Labor Periods</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Installation			
- Overtime, per technician	ALH	\$58.01(1)	\$ 3.42(1)
- Premium Time, per technician	ALH	61.42(1)	6.83(1)
Stand by			
- Basic Time, per technician	ALT	None	18.49

- (1) A call-out of a Company employee at a time not consecutive with the Company's Business Day is subject to a minimum charge of four hours when overtime and/or premium time charges apply.

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4. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES-
(Continued)

4.3 Miscellaneous Services

4.3.1 Customer Owned Equipment Trouble Isolation Charge

- A. When a customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of a Customer Owned Equipment Trouble Isolation Charge for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- B. The customer shall be responsible for payment of a Customer Owned Equipment Trouble Isolation Charge when the Company dispatches personnel to the customer's premises, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Telephone Company.

In either Paragraphs 4.3.1., A or B preceding, the Customer Owned Equipment Trouble Isolation Charge includes all personnel dispatched, including technicians dispatched to another location(s), when necessary for the purpose of testing with a technician(s) dispatched to the customer's premises.

- C. The charges for Customer owned Equipment Trouble Isolation are as follows:

<u>Customer Owned Equipment Trouble Isolation</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time, per technician	MVV	\$73.08	\$18.49
Overtime, per technician	MVV	76.50(1)	21.91(1)
Premium Time, per technician	MVV	79.91(1)	25.32(1)

- (1) A call-out of a Company employee at a time not consecutive with the Company's Business Day is subject to a minimum charge of four hours when overtime and/or premium time charges apply.

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6. FRAME RELAY SERVICE-(Continued)

6.1 Frame Relay Service (FRS)-(Continued)

6.1.3 Service Provisioning-(Continued)

A. Manner of Provisioning-(Continued)

3. The Company will provision FRS up to and including the network interface. The network interface specifications are set forth in the Bellcore High Capacity Digital Service Channel Interface Specification Technical Reference TR-NPL-000055.

The placement of the network interface shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise and agreed to by the Company.

4. When the customer requires the modification of standard service components not otherwise provided in this tariff, the modification may be furnished by the Company as specified in Section 3 (Specialized Service or Arrangements).
5. The Company undertakes the responsibility to maintain and repair the service which it furnishes. However, the customer, upon request, shall furnish such information as may be required to permit the Company to maintain the FRS and to assure that the service arrangement is in compliance with the regulations contained in this section. The customer shall be responsible for service maintenance when no trouble is found in the Company facilities.
6. Network equipment installed by the Company on the customer's premises shall be and remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without prior written consent by the Company.
7. The customer shall be responsible for obtaining permission for the Company agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the service components of the Company.

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6. FRAME RELAY SERVICE-(Continued)

6.1 Frame Relay Service (FRS)-(Continued)

6.1.3 Service Provisioning-(Continued)

A. Manner of Provisioning-(Continued)

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

B. Ordering Specifications and Provisions

1. The customer may access Frame Relay Service via a FRS Access Link. Where the FRS Access Link is not available the customer may utilize a MegaLink Data Service or High Capacity Service. When the customer utilizes a MegaLink Data Service or High Capacity Service to access the FRS network, the regulations, rates and charges as specified in Section 7 of SWBT's Access Tariff will apply in addition to the rates and charges associated with FRS.

When a customer utilizes a MegaLink Data Service or High Capacity Service in lieu of the FRS Access Link, the FRS Access Link nonrecurring charge or monthly rate will not apply. However, all other rates and charges normally associated with the ordering, installing and provisioning of the FRS as specified in this Section will apply.

2. When a customer utilizes Special Access Service Multiplexed Services, the Multiplexed Services Connection is ordered in lieu of the Access Link. The nonrecurring charge or monthly rate for the Access Link will not apply; however, all other rates and charges normally associated with the ordering, installing and provisioning of the FRS, e.g., Ports and Logical Links, will be applicable.

The Multiplexed Services Connection is only available for connection to Special Access Multiplexed Services provided in wire centers located within a FRS Primary Market Area (PMA).

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6. FRAME RELAY SERVICE-(Continued)

6.1 Frame Relay Service (FRS)-(Continued)

6.1.3 Service Provisioning-(Continued)

B. Ordering Specifications and Provisions-(Continued)

3. The Access Link or Multiplexed Services Connection must be associated with a Port.

The Access Link, Multiplexed Services Connection and the Port must all be ordered with the same bandwidth speed.

4. Service to a customer designated premises with a serving wire center located outside the PMA, but within the same LATA, is provisioned by the Link Extension.

The Link Extension will include distance sensitive charges based on the airline mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4., from the customer's serving wire center to the nearest central office within the FRS PMA. For the 524 LATA, the customer serving wire center and the nearest central office inside the PMA must be both in the same state jurisdiction.

The Link Extension is not required where the serving wire center associated with the customer designated premises is located within the FRS PMA.

5. The Link Extension must be associated with an Access Link and must be ordered with the same bandwidth speed as the Access Link and the Port it supports.
6. The Logical Link must be associated with any two Access Links or Multiplexed Services Connections. The Logical Link must be ordered at a bit rate equal to the lower bit rate of the two associated Access Links or Multiplexed Services Connections.
7. The total bandwidth of all Logical Links associated with one FRS Port may exceed the bandwidth of that Port. This condition is referred to as oversubscription and when this occurs, there can be no guarantee that the bandwidth defined for that Logical Link will be available at any point in time.

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6. FRAME RELAY SERVICE-(Continued)

6.1 Frame Relay Service (FRS)-(Continued)

6.1.3 Service Provisioning-(Continued)

C. Limitations

1. The Company does not undertake to originate data, but offers the use of its service components, where facilities permit, to customers for the purpose of transporting customer originated data.
2. The responsibility of the Company shall be limited to furnishing network equipment suitable for FRS and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.
3. The Company shall not be responsible for error correction. Error correction is the responsibility of the customer's Frame Relay compatible terminal equipment. FRS switches may discard frames with errors. They may also discard frames when the network supporting FRS is in a state of congestion. Congestion control and recovery mechanisms are as set forth in the Frame Relay Interface Specifications and Service Feature technical publication TP 76442.
4. The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting FRS to the technological requirements of any specific customer equipment.
5. The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of FRS render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

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6. FRAME RELAY SERVICE-(Continued)

6.1 Frame Relay Service (FRS)-(Continued)

6.1.3 Service Provisioning-(Continued)

D. Allowance for Service Interruption

The Company will administer its network to insure the provision of an acceptable service levels to all users of the Company FRS. Service levels are considered acceptable when the service provides an average performance of at least 99.0 percent error free seconds up to the demarcation point (network interface) of the channel for operation at all transmission speeds offered by this tariff. When FRS is operating at an error performance level that is unsatisfactory to the customer, and the Company determines that the error performance level is below that specified above, the period of substandard performance will be considered as an interruption of service.

In the event of an interruption of service, the customer will be granted a credit allowance in conjunction with the regulations specified in 1.4.4 (Credit Allowance for Service Interruptions). Any credit allowance shall be based on the time of notice by the customer or user to the Company that an unsatisfactory performance level has occurred, provided that the customer promptly releases the services as requested by the Company to perform testing and maintenance. No credit allowance will be made for interruption due to the negligence and/or failure of equipment provided by the customer or user. Furthermore, interruptions of service during any period in which the Company is not afforded access to the premises at which service is terminated will not receive a credit allowance.

When the Company FRS terminates at a central office multiplexer and trouble is found to be in the Company facilities associated with the Multiplex Services, a credit allowance for service interruptions to the Multiplexed Services will apply as specified in 1.4.4 (Credit Allowance for Service Interruptions).

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6. FRAME RELAY SERVICE-(Continued)

6.1 Frame Relay Service (FRS)-(Continued)

6.1.5 Rate Regulations-(Continued)

B. Nonrecurring Charges-(Continued)

5. Network Link

A nonrecurring charge applies for the installation of each Network Link connecting two PMAs within the same LATA.

6. Service Rearrangement

Service Rearrangements are changes to existing services which do not result in either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination at the customer's premises or the customer's end user's premises.

Changes which result in (1) the establishment of new minimum period obligations, or (2) the physical location of the point of termination are treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply.

A change in the customer of record (i.e., existing FRS is provided and billed to a different entity) is considered a service rearrangement when the new customer assumes liability for all current and prior charges for the service(s) and has complied with the regulations and conditions specified in 1.2.1 (Assignment and Transfer of Facilities). An Access Order Charge will apply when a change of customer name or a change in billing data (name, address, contact name, or telephone number) is requested in conjunction with a change in the customer of record as described in 2.2.2 (Access Order Charge).

Certain service rearrangements which are administrative in nature as specified in 7.3.1.B.3 of SWBT's Access Tariff (Nonrecurring Charges - Service Rearrangements) will be made without charge except as noted. Provisions for service rearrangements for which non-recurring charges will apply are also set forth in 7.3.1.B.3 of SWBT's Access Tariff.

Nonrecurring charges specified in 7.4.12.2 of SWBT's Access Tariff (Miscellaneous Rates and Charges - Service Rearrangement Charge) will apply on a per link basis.

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