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July 10, 2006

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VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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COMMISSION
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Re: Complaint of Embarq Florida, Inc. f/k/a Sprint-Florida, Incorporated against AT&T Communications of the Southern States, LLC d/b/a AT&T d/b/a Lucky Dog Phone Co. d/b/a ACC Business d/b/a SmarTalk d/b/a Unispeaksm Service d/b/a www.prepayserviceguide.com d/b/a CONQUEST for failure to pay intrastate access charges pursuant to Embarq's tariffs, Docket No. 060455-TP

Dear Ms. Bayo:

On behalf of AT&T Communications of the Southern States, LLC ("AT&T"), enclosed for filing in the referenced proceeding are the original and fifteen (15) copies of the following:

1. AT&T's Motion to Dismiss Embarq's Complaint or, in the Alternative, Stay the Proceeding; and,
2. AT&T's Request for Oral Argument. *06077-06*

CMP _____ For our records, please acknowledge your receipt of this filing on the enclosed copy of
COM _____ this letter. Thank you for your consideration.

CTR _____

ECR _____

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Sincerely,

HOLLAND & KNIGHT LLP

D. Bruce May
D. Bruce May

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Blanca S. Bayo
July 10, 2006
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Enclosures

cc: Susan S. Masterton
Patrick Wiggins
Adam Teitzman
Beth Salak

3894803_v1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Embarq Florida, Inc. f/k/a
Sprint-Florida, Incorporated against AT&T
Communications of the Southern States,
LLC d/b/a AT&T d/b/a Lucky Dog Phone
Co. d/b/a ACC Business d/b/a SmarTalk
d/b/a Unispeaks Service d/b/a
www.prepayserviceguide.com d/b/a/
CONQUEST for failure to pay intrastate
access charges pursuant to Embarq's tariffs

Docket No. 060455-TP

Filed: July 10, 2006

**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC'S MOTION TO
DISMISS EMBARQ'S COMPLAINT OR, IN THE ALTERNATIVE, STAY THE
PROCEEDING**

AT&T Communications of the Southern States, LLC ("AT&T") pursuant to Rule 28-106.204, Florida Administrative Code, respectfully requests that the Commission dismiss the Complaint of Embarq Florida, Inc. ("Embarq"). Dismissal is appropriate because the relief Embarq requests in its Complaint ("Florida Complaint") involves intertwined federal issues relative to interstate access charges, Federal Communications Commission ("FCC") tariffs, and private contracts that are being addressed, and will be disposed of, as part of a pending federal lawsuit that Embarq has filed against AT&T in the U. S. District Court for the Western District of Missouri. See *Embarq Florida, Inc., et al. v. AT&T Corp.*, Civil Case No. 06-0480-CV-W-RED filed on June 14, 2006 ("Federal Complaint"), a copy of which is attached as Exhibit "A."

In the alternative, and in order to promote judicial economies and ensure uniform resolution of the issues, AT&T requests that the Commission stay this proceeding pending the U.S. District Court's decision on the Federal Complaint.

In support of these alternative motions, AT&T states as follows:

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION OF FLORIDA

I. Background

The Florida Complaint is based on Embarq's claim that AT&T incorrectly calculated its percentage interstate usage ("PIU") factors for enhanced prepaid calling card traffic and therefore paid Embarq less than it should have for intrastate access. Embarq would have the Commission believe that the Commission can readily resolve this issue simply by reviewing and applying Embarq's Florida Intrastate Access Service Tariff ("Florida Tariff"). The Commission should not be misled. Indeed, Embarq omits three critical facts that demonstrate that the issues in this proceeding must be addressed and resolved at the federal level. First, Embarq fails to advise the Commission that resolution of this PIU dispute in the context of intrastate access charges will necessarily require interpretation and application of Embarq's federal access tariff concerning PIU disputes and retroactive adjustments to interstate access charges based on PIU audits, which are federal functions. Second, Embarq fails to inform the Commission that the issues in this proceeding can only be resolved by interpreting a series of private contracts between Embarq and AT&T, traditionally a judicial function which a federal district court is specifically designed to perform. Third, Embarq fails to advise the Commission that it has filed its Federal Complaint against AT&T, that the U.S. District Court is reviewing the identical issues presented in this Complaint, and that the U.S. District Court's resolution of those issues will be dispositive of all the legal and factual issues in this proceeding.

A. Embarq's Federal Tariff.

Embarq has on file with the FCC a federal access tariff which establishes a comprehensive methodology for calculating PIU factors and provides a mechanism for resolving inter-company disagreements over PIU calculations. Relevant portions of Embarq's federal tariff are attached hereto as Exhibit "B." See Section 2.3.11 in the Sprint Local Telephone Companies

Tariff, FCC No. 3 ("FCC Tariff"). AT&T is required to report its PIU quarterly to Embarq at a statewide level. FCC Tariff, § 2.3.11(b)(7)(a). The FCC Tariff also requires AT&T to provide Embarq an annual report by April 15 of each year which describes the methodology that AT&T utilized to develop the PIU factors provided in the previous quarterly report. FCC Tariff, § 2.3.11(b)(7)(b). The tariff also provides explicit mechanisms for auditing PIU reports and resolving disputes on the basis of PIU audits. FCC Tariff, § 2.3.11(B)(c).

B. Existing Agreements Entered Into By Embarq And AT&T That Govern PIU Disputes.

Embarq fails to apprise the Commission that prior to filing the Florida Complaint, Embarq's predecessor in interest, Sprint, and AT&T entered into a Access Billing Supplier Quality Certification Operating Agreement, as amended, and a series of subsequent related agreements and addenda (collectively, the "Operating Agreements") specifically designed to address the methodology and the procedures by which PIU calculations are audited and PIU disputes are resolved. The Operating Agreements contain terms which require that they be interpreted pursuant to the laws of Kansas. Resolution of the issues raised by Embarq's Florida Complaint will necessarily require review, interpretation and application of those Operating Agreements.

Embarq has also failed to fully advise the Commission that its predecessor in interest, Sprint, and AT&T entered into a Settlement and Release Agreement in October 2004 ("Settlement Agreement") that was intended to resolve, and set the stage to resolve, various issues relative to the PIU dispute between the parties. Specific provisions in the Settlement Agreement will govern the parameters and the timeframes within which the recovery that Embarq requests in its Florida Complaint may be obtained. The Settlement Agreement contains

terms which require that it be interpreted pursuant to the laws of Kansas. As is the case for the Operating Agreements, the Settlement Agreement will need to be reviewed, interpreted and applied in order to resolve the issues raised in the Florida Complaint.

C. Embarq's Federal Complaint Against AT&T.

Finally, and perhaps most importantly, Embarq's Florida Complaint fails to apprise the Commission that on June 14, 2006, Embarq filed a complaint against AT&T in federal court that is virtually identical to the issues raised in this Complaint. The gravamen of Embarq's Federal Complaint is that:

In an attempt to avoid intrastate access charges, AT&T wrongfully reported information to the Embarq Local Telephone Operating Companies that overstated its Percentage of Interstate Use ("PIU") factors, which are used to determine intrastate and interstate access charges, and thus understated the percentage of intrastate calls for which the Embarq Local Telephone Operating Companies providing originating and terminating access, by treating what AT&T purported to be "enhanced" prepaid calling card calls as if they were two calls – one call from the call originator to a phone number associated with a prepaid calling card platform and a second call from the calling card platform to the originally dialed terminating number.

Federal Complaint, ¶ 3. This allegation is virtually identical to that made in Embarq's Florida Complaint which in relevant part provides:

In an attempt to avoid intrastate access charges on calls made with its prepaid calling cards, AT&T introduced a product that it declared to be an "enhanced" prepaid calling card. AT&T asserted that based on certain features of this product, the calls made with these cards were jurisdictionally interstate. AT&T then began to wrongfully categorize and misreport to Embarq that calls made with its "enhanced" prepaid calling cards were interstate calls, even when the originating and terminating endpoints of the call were in the same state.

Florida Complaint, ¶ 14.

Like its Florida Complaint, Embarq's Federal Complaint claims that AT&T violated its Florida Tariff, which Embarq concedes carries with it "the force of law." Federal Complaint, ¶

44. Embarq goes on to claim that AT&T breached its FCC tariff which Embarq acknowledges "carries the force of law" and establishes the "interstate access terms and charges of the Embarq Local Telephone Operating Companies and procedures for determining the jurisdictional basis of calls" Federal Complaint, ¶ 38. Embarq also alleges in its Federal Complaint that AT&T breached the Operating Agreements which set forth the protocol for reporting PIU and providing other information necessary for billing of interstate and intrastate access charges. Federal Complaint, ¶¶ 49-53. Clearly, the issues and claims for relief in Embarq's Florida Complaint duplicate the issues and claims for relief in its Federal Complaint and thus are subsumed by the Federal Complaint. There can be no doubt that the U.S. District Court's resolution of the issues in Embarq's Federal Complaint will be dispositive of all the legal and factual issues presented in this case.

II. Argument

A. Embarq's Florida Complaint Should Be Dismissed Because The Issues Raised Must Be Resolved In A Uniform Fashion Pursuant To Federal Law.

PIU calculations are jurisdictional separations that involve the drawing of lines between interstate communications – which are regulated by the FCC – and intrastate communications – which are regulated by the Florida Public Service Commission. Because of the inter-relationship between interstate and intrastate reporting for PIU purposes, Congress, the FCC and the Federal-State Joint Board recognize that disputes involving PIU calculations must be decided in a uniform manner. *Determination of Interstate and Intrastate usage of Feature Group A and Feature Group B Access Service*, 4 FCC Rcd 1966 (Fed. – State Jt. Bd. 1989). This uniformity sought after by the Joint Board cannot be achieved through duplicative cases initiated in different state and federal forums.

Distilled to its essence, Embarq's Florida Complaint claims that because of alleged improper calculations of PIU factors, AT&T overstated its interstate prepaid calling card traffic and understated its intrastate prepaid calling card traffic. This, Embarq alleges, resulted in AT&T underpaying Embarq for intrastate access charges during the period August 2002 through April 2005. Florida Complaint, ¶ 25. The relief Embarq requests is that AT&T be ordered to retroactively make up for the alleged underpayment by paying additional intrastate access charges which Embarq calculates as the difference between the intrastate access charges that AT&T paid and the intrastate access charges that AT&T allegedly is required to pay under Embarq's tariffs. Florida Complaint at p. 15.

Embarq's Complaint is a classic dispute concerning jurisdictional separations. Because a PIU calculation allocates traffic between the federal and state jurisdictions, there is a direct interrelationship between interstate and intrastate reporting for PIU purposes. Embarq has acknowledged that its FCC Tariff controls the process for determining the jurisdictional basis of calls:

The interstate access terms and charges of the Embarq Local Telephone Operating Companies and procedures for determining the jurisdictional basis of calls are set forth in a federal tariff filed with and approved by the FCC. This tariff carries the force of law.

Federal Complaint, ¶ 38. Once the interstate usage percentage is calculated under the FCC Tariff, the intrastate percentage of use is derivatively determined by the Embarq FCC Tariff as follows:

The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (i.e., $100 - \text{interstate percentage} = \text{intrastate percentage}$).

FCC Tariff, § 2.3.11(B)(4)(c). Thus, the process of calculating PIU is a federally-driven zero-sum game, and traffic allocated between the federal and state jurisdictions must equal 100%.

Any decrease in the percentage interstate use factor (and corresponding decrease in interstate access charges owed) will automatically result in an increase in the percentage of intrastate use factor (and corresponding increase in intrastate access charges owed). In other words, if it is determined that AT&T underpaid its intrastate access charges, it must be concluded that AT&T overpaid its interstate access charges, which would require Embarq to refund excess interstate access payments received from AT&T. Accordingly, in order for a tribunal to fairly and efficiently resolve a PIU dispute that requests retroactive adjustment to a PIU factor, the tribunal must have authority to make retroactive adjustments to interstate as well as intrastate access charges. The Commission's jurisdiction is not that broad. Indeed, Embarq's Florida Complaint cites no authority for the proposition that the Commission can order a change in the amount of interstate access charges that AT&T must pay.

If this proceeding were allowed to move forward, the Commission's decision would only apply to intrastate access charges that AT&T is required to pay. Consequently, if Embarq were to prevail in its claim that AT&T must pay more than it has previously paid for intrastate access charges, Embarq could receive compensation for more than 100% of the total traffic since the Commission does not have the jurisdiction to order Embarq to make a corresponding refund to AT&T for overpayment interstate access charges. This risk of over recovery is illustrated by the following hypothetical. Assume that AT&T has generally reported that its PIU for prepaid calling card traffic is 80% and therefore paid for 80% of that traffic pursuant to Embarq's FCC Tariff. Assume further that Embarq believes that the correct PIU is approximately 60% and seeks to have the Commission retroactively declare that 40% of AT&T's prepaid calling card traffic was intrastate. If Embarq were to prevail it would have received payment for 80% of the traffic under Embarq's FCC Tariff (as calculated by AT&T) and another 40% under Embarq's

Florida Tariff (as calculated by Embarq) for a total of 120% of AT&T's traffic. It is precisely that risk of over recovery that the Commission should defer to the federal court which is already reviewing these issues and which has the authority to make adjustments to interstate as well as intrastate access charge levels (because of the derivative methodology of calculating intrastate usage). Unlike the federal district court, the Commission simply does not have all of the requisite tools in its jurisdictional arsenal to effectively and equitably resolve the intertwined federal and state issues raised by the Florida Complaint.

B. The Commission Should Stay This Proceeding Pending The Outcome Of The Federal Litigation.

Even if some of the issues in the Florida Complaint are unique to Florida, AT&T respectfully submits that the Commission should stay or hold its consideration of those issues in abeyance until the dispute is resolved by the U.S. District Court. Under Florida law, it is well settled that when a federal action is pending between substantially the same parties on substantially the same issues, the parallel state action should be stayed pending disposition of the federal action. *Wade v. Clower*, 94 Fla. 817, 14 So. 548 (1927); *Beckford v. General Motors Corp.*, 919 So.2d 612 (Fla. 3d DCA 2006); *Oviedo v. Ventura Music Group*, 797 So.2d 634 (Fla. 3d DCA 2001); *Polaris Public Income Funds v. Einhorn*, 625 So.2d 128 (Fla. 3d DCA 1993). More to the point, the Commission has recognized that abeyance of a PIU dispute pending outcome of a federal proceeding with substantially the same parties and issues would advance the Commission's policies of (i) judicial economy and making efficient use of the government's limited resources and (ii) avoiding the potential for inconsistent federal and state rulings. See Order No. PSC-02-0081-PCO-TP, *In re: Complaint by BellSouth Telecommunications, Inc. against Global Crossing Telecommunications, Inc. regarding practices in reporting of percent*

interstate usage for compensation for jurisdictional access services., Docket No. 011378-TP
(January 14, 2002).

AT&T does not dispute that the Commission has certain jurisdiction over Embarq's state tariffs; however, Embarq's Florida Complaint entails issues that far exceed provisions in a state tariff. As described in detail in Section II.A., the issues in Embarq's Florida Complaint are intertwined with federal issues relative to interstate access charges and FCC tariffs, and all of those issues are being addressed and will be disposed of by the U.S. District Court. A stay of the proceeding would prevent the possibility of the Commission issuing a ruling that conflicts with the U.S. District Court's decisions on interstate access and federal tariffs.

Fair and complete resolution of the issues in Embarq's Florida Complaint will also require a tribunal to review, interpret and apply the Settlement Agreement and the Operating Agreements¹ between the parties which govern PIU calculations, PIU disputes and relief available to resolve such disputes. The Settlement Agreement is a multi-state compact that involves and will impact states other than Florida. It is particularly crucial to the comprehensive resolution of the PIU dispute because its express terms will establish the parameters and timeframes within which Embarq's potential recovery in this proceeding may be obtained. The Settlement Agreement and the Operating Agreements are to be governed by and interpreted under the laws of Kansas. Interpretation of multi-state contracts that are governed by laws of other states is traditionally a judicial function that a federal district court is particularly well equipped to perform. A stay of this proceeding would prevent the possibility of the Commission issuing a ruling that conflicts with the federal court's interpretations of the private contracts

¹In its Federal Complaint, Embarq claims that AT&T has breached the Operating Agreements and thus has recognized that resolution of the issues relative to the PIU dispute and any retroactive adjustments to access charges, will necessarily require review, interpretation and application of the Operating Agreements. Embarq has omitted any similar allegations with respect to the Operating Agreements in its Florida Complaint, having presumably recognized the Commission's lack of jurisdiction over those matters.

referenced above. This Commission has previously held proceedings in abeyance pending resolution of parallel court proceedings on the basis that interpretation of private agreements between the parties is a function best left to the courts. *See* Order No. PSC-05-0942-PCO-WS in *In re: Application for amendment of Certificate Nos. 340W and 297S to add territory in Pasco County by Mad Hatter Utility, Inc.*, Docket No. 021215-WS (September 26, 2005).

Standing down until the federal court acts also would advance the Florida Legislature's directives in Section 364.012, Florida Statutes, that the Commission refrain from actions that are inconsistent or in conflict with federal law. *See* Order No. PSC-01-1402-FOF-TP at p. 22 in *In re: Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252*, Docket No. 000731-TP (June 28, 2001) (recognizing that the Commission "should not impose requirements that conflict with federal law").

Abeyance also would conserve administrative and judicial resources. In all likelihood, many of the same witnesses, documents and exhibits that would be called on or used in this proceeding would be needed in the federal lawsuit. This could create administrative burdens not only on the schedule of the witnesses, but also on the Commission's already burdened docket. Embarq cannot complain that its interest in this proceeding would not be well protected by the federal court. Indeed, the relief requested by Embarq in this proceeding is subsumed by the relief it has requested from the federal court.

For all of the above reasons, AT&T respectfully requests that the Commission stay or abate its consideration of the issues in this proceeding pending the outcome of the federal litigation that Embarq has initiated against AT&T.

III. Rule 28-106.204(3) Statement

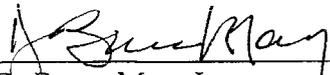
Pursuant to Rule 28-106.204(3), Florida Administrative Code, undersigned counsel has conferred with counsel for Embarq on the motion to stay and counsel for Embarq objects thereto.

IV. Conclusion

Based on the foregoing, Embarq's Complaint should be dismissed. In the alternative, the Commission should hold this proceeding in abeyance and stay all discovery until after the conclusion of Embarq's lawsuit in federal court.

Respectfully submitted this 10th day of July, 2006.

HOLLAND & KNIGHT LLP



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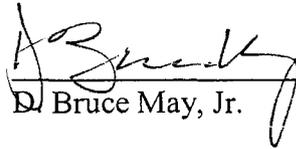
and

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**Attorneys for AT&T Communications of the Southern
States, LLC**

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was provided by hand-delivery and U.S. Mail to Susan S. Masterton, Counsel for Embarq Corporation, 1313 Blair Stone Road, Tallahassee, Florida 32301; Patrick Wiggins/Adam Teitzman, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 and Beth Salak, Director, Division of Competitive Markets and Enforcement, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 all on this 10th day of July, 2006.


D. Bruce May, Jr.

3875496_v14

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
AT KANSAS CITY, MISSOURI

EMBARQ MISSOURI, INC.; UNITED)
TELEPHONE COMPANY OF KANSAS;)
UNITED TELEPHONE COMPANY OF)
SOUTHCENTRAL KANSAS; UNITED)
TELEPHONE COMPANY OF EASTERN)
KANSAS; EMBARQ FLORIDA, INC.;)
CAROLINA TELEPHONE AND)
TELEGRAPH COMPANY; UNITED)
TELEPHONE – SOUTHEAST, INC.;)
UNITED TELEPHONE COMPANY OF THE)
CAROLINAS; CENTRAL TELEPHONE)
COMPANY; UNITED TELEPHONE)
COMPANY OF TEXAS, INC.; CENTRAL)
TELEPHONE COMPANY OF TEXAS;)
EMBARQ MINNESOTA, INC.; UNITED)
TELEPHONE COMPANY OF THE WEST;)
and UNITED TELEPHONE COMPANY OF)
THE NORTHWEST,)

Case No. 06-0480-CV-W-RED

Plaintiffs,)
)
)

vs.)
)
)

AT&T CORP.,)
)
)

Defendant.)
)
)

COMPLAINT

Plaintiffs Embarq Missouri, Inc., United Telephone Company of Kansas, United Telephone Company of Southcentral Kansas, United Telephone Company of Eastern Kansas, Embarq Florida, Inc., Carolina Telephone and Telegraph Company, United Telephone – Southeast, Inc., United Telephone Company of the Carolinas, Central Telephone Company, United Telephone Company of Texas, Inc., Central Telephone Company of Texas, Embarq Minnesota, Inc., United Telephone Company of the West, and United Telephone Company of the Northwest, referred to collectively herein as “Embarq Local Telephone Operating Companies,” for their claims against defendant AT&T Corp. (“AT&T”), state as follows:

Nature of the Claims

1. This is an action for breach of federal and state tariffs, breach of contract, unjust enrichment, unfair and deceptive trade practices, and fraud. By this action, the Embarq Local Telephone Operating Companies seek to recover unpaid charges for access to their local exchange networks.

2. Pursuant to filed tariffs and agreement, the Embarq Local Telephone Operating Companies provide access services to AT&T and other long distance carriers. The rates for access services that the Embarq Local Telephone Operating Companies charge to AT&T are different for interstate and intrastate traffic. In general, intrastate rates are higher than interstate rates.

3. In an attempt to avoid intrastate access charges, AT&T wrongfully reported information to the Embarq Local Telephone Operating Companies that overstated its Percentage of Interstate Use ("PIU") factors, which are used to determine intrastate and interstate access charges, and thus understated the percentage of intrastate calls for which the Embarq Local Telephone Operating Companies provided originating and terminating access, by treating what AT&T purported to be "enhanced" prepaid calling card calls as if they were two calls - one call from the call originator to a phone number associated with a prepaid calling card platform and a second call from the calling card platform to the originally dialed terminating number. The Federal Communications Commission ("FCC"), however, has rejected this practice by AT&T, and AT&T is now liable for the millions of dollars in access charges that it has failed to pay to the Embarq Local Telephone Operating Companies. See In the Matter of AT&T Corp. Petition for Declaratory Ruling Regarding Enhanced Prepaid Calling Card Services, WC Docket No. 03-133, FCC 05-41 (Feb. 23, 2005).

Parties

4. Plaintiff Embarq Missouri, Inc. f/k/a Sprint Missouri, Inc. f/k/a United Telephone Company of Missouri is a Missouri corporation with its principal place of business in Kansas.

5. Plaintiff United Telephone Company of Kansas is a Kansas corporation with its principal place of business in Kansas.

6. Plaintiff United Telephone Company of Southcentral Kansas is an Arkansas corporation with its principal place of business in Kansas.

7. Plaintiff United Telephone Company of Eastern Kansas is a Delaware corporation with its principal place of business in Kansas.

8. Plaintiff Embarq Florida, Inc. f/k/a Sprint – Florida, Incorporated is a Florida corporation with its principal place of business in Kansas.

9. Plaintiff Carolina Telephone and Telegraph Company is a North Carolina corporation with its principal place of business in Kansas.

10. Plaintiff United Telephone – Southeast, Inc. is a Virginia corporation with its principal place of business in Kansas.

11. Plaintiff United Telephone Company of the Carolinas is a South Carolina corporation with its principal place of business in Kansas.

12. Plaintiff Central Telephone Company is a Delaware corporation with its principal place of business in Kansas.

13. Plaintiff United Telephone Company of Texas, Inc. is a Texas corporation with its principal place of business in Kansas.

14. Plaintiff Central Telephone Company of Texas is a Texas corporation with its principal place of business in Kansas.

15. Plaintiff Embarq Minnesota, Inc. f/k/a Sprint Minnesota, Inc. is a Minnesota corporation with its principal place of business in Kansas.

16. Plaintiff United Telephone Company of the West is a Delaware corporation with its principal place of business in Kansas.

17. Plaintiff United Telephone Company of the Northwest is an Oregon corporation with its principal place of business in Kansas.

18. Collectively, the plaintiffs described in paragraphs 4 through 17 above are referred to herein as the "Embarq Local Telephone Operating Companies." All of these companies are local exchange service providers.

19. Defendant AT&T Corp. ("AT&T") is a New York corporation with its principal place of business in New Jersey. In conducting business with the Embarq Local Telephone Operating Companies, AT&T acted on behalf of itself and its affiliated AT&T Communications companies.

Jurisdiction and Venue

20. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332 because the parties are of diverse citizenship, and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs. This Court also has subject matter jurisdiction over the action pursuant to 28 U.S.C. §§ 1331 and 1337 because plaintiffs' federal law claims arise under 47 U.S.C. §§ 203 and 206; and 28 U.S.C. § 1367 provides further jurisdictional grounds for the state law claims.

21. AT&T is amenable to the jurisdiction of this Court because it does business in the State of Missouri, has appointed a registered agent for service of process here, and will be served with the Summons and Complaint in the State through that registered agent.

22. Venue is proper in the United States District Court for the Western District of Missouri pursuant to 28 U.S.C. § 1391(b) because defendant is a resident of this judicial district and a substantial part of the events or omissions giving rise to the claims arose in this judicial district.

**The Intersection Between the Embarq Companies' Local Service
and AT&T's Long Distance Service**

23. AT&T is an "interexchange carrier," which is a common carrier that provides long distance interstate and intrastate telecommunications services to the public. To provide these services, AT&T interconnects its long distance network with local exchange service providers, including the Embarq Local Telephone Operating Companies. This connection, known as "exchange access," is offered pursuant to the interstate and intrastate tariffs of the Embarq Local Telephone Operating Companies.

24. The jurisdiction of a call determines the access rates that apply. A non-local call that originates and terminates in the same state is subject to intrastate access charges. A non-local call that originates in one state and terminates in another state is subject to interstate access charges. The rates and terms for access services are set forth in the Embarq Local Telephone Operating Companies' interstate and intrastate tariffs.

25. When a customer makes an interexchange call, that customer's local exchange carrier transports the call over the local exchange carrier's network to the network of the selected long distance carrier. This part of an interexchange call is known as the "originating" segment. The long distance carrier must pay originating access charges pursuant to the local exchange carrier's tariff for this service.

26. The long distance carrier then transports the call from the local exchange where the calling party is located to the local exchange where the person receiving the call is located. The called party's local exchange carrier receives the call from the long distance carrier and

delivers it to the called party. This part of the call is the “terminating” segment. The long distance carrier must pay terminating access charges pursuant to the local exchange carrier’s tariff for this service.

27. When its customers place a call, the interexchange carrier uses the services of local exchange carriers for both originating and terminating switched access. Federal and state laws require the interexchange carrier to pay access charges to the local exchange carriers for the use of their networks. The caller’s local exchange carrier receives “originating access” charges; the called party’s local exchange carrier receives “terminating access” charges.

28. In this case, AT&T’s customers have used AT&T’s “enhanced prepaid calling card” to make calls. The Embarq Local Telephone Operating Companies have provided originating and/or terminating access for such calls that originate or terminate in Embarq territories.

29. In 1994, AT&T and the Embarq Local Telephone Operating Companies entered into an Access Billing Supplier Quality Certification Operating Agreement, as amended, and various subsequent related agreements and addenda (collectively, the “Operating Agreement”). Among other things, the Operating Agreement requires AT&T to provide the Embarq Local Telephone Operating Companies with information about AT&T’s interexchange traffic that is necessary for accurate billings to AT&T for interstate and intrastate access charges.

AT&T’s Avoidance of Intrastate Access Charges

30. AT&T has used its “enhanced prepaid calling card” service to avoid intrastate access charges since at least sometime in 2002. A prepaid calling card customer dials a number to reach AT&T’s switching platform and the platform requests a unique personal identification number associated with the card for purposes of verification and billing. Then when prompted by the platform, the customer dials the destination number and the platform routes the call to the

intended recipient. As with other long distance calls, the local exchange service provider completes the call for AT&T and is entitled to access charges.

31. Whether interstate or intrastate access charges apply to a prepaid calling card call is determined by the physical end points of the call's origination and termination. Under this "end-to-end" analysis, the jurisdiction of the call is based on its originating location and its terminating location, regardless of the routing path a carrier may cause the call to take between end points. As such, intrastate switched access charges apply when customers use prepaid calling cards to make long distance calls that originate and terminate in the same state, even if AT&T chooses to route the call to a centralized switching platform that is located in a different state.

32. AT&T has avoided paying intrastate access charges by providing information and data to the Embarq Local Telephone Operating Companies that misclassifies each "enhanced prepaid calling card" call as two calls - one call from the call originator to a phone number associated with a prepaid calling card platform and a second call from the calling card platform to the originally dialed terminating number - and causes the Embarq Local Telephone Operating Companies to believe "enhanced prepaid calling card" calls originate or terminate at a centralized AT&T switching platform, and not at the location of the calling or called party. The misinformation supplied by AT&T skews the PIU factors by which access charges are determined, causing AT&T to pay a smaller percentage of intrastate access charges on all of the calls originated and terminated by the Embarq Local Telephone Operating Companies than the actual percentage of intrastate calls that are originated and terminated by the Embarq Local Telephone Operating Companies.

33. In an order released on February 23, 2005, the FCC rejected AT&T's contention that calls made with its "enhanced prepaid calling card" were not subject to intrastate access

charges. The FCC also rejected AT&T's assertion that calls made within a state should not be subject to intrastate access charges because of AT&T's strategy of routing "enhanced pre-paid calling card" calls through an out-of-state switching platform. In the Matter of AT&T Corp. Petition for Declaratory Ruling Regarding Enhanced Prepaid Calling Card Services, WC Docket No. 03-133, FCC 05-41 (Feb. 23, 2005).

34. Because AT&T's practices regarding "enhanced prepaid calling cards" distort the overall amount of interstate traffic that AT&T reported to the Embarq Local Telephone Operating Companies, AT&T's actions caused the Embarq Local Telephone Operating Companies to apply distorted PIU factors when calculating access charges to AT&T for all AT&T calling traffic, and not just for calls made with its "enhanced prepaid calling card."

35. Instead of accepting the FCC's decision and paying the intrastate access charges it is required to pay, AT&T has continued to provide the Embarq Local Telephone Operating Companies with inaccurate or insufficient information to determine the points of origination (for calls terminating to Embarq Local Telephone Operating Companies) and points of termination (for calls originating from Embarq Local Telephone Operating Companies) of calls made with AT&T's "enhanced prepaid calling cards," thereby continuing to prevent the Embarq Local Telephone Operating Companies from determining the appropriate intrastate access charges to be applied to those calls and all AT&T calling traffic.

36. As a result of AT&T's continuing practice of supplying inaccurate information and of withholding the call detail information needed to identify the jurisdiction of calling card calls, the Embarq Local Telephone Operating Companies have not been able to determine the complete extent to which they have been damaged by AT&T's unlawful practices or to deliver to AT&T bills that reflect the tariffed amounts of access charges that AT&T is required to pay.

COUNT I

Breach of Federal Tariffs

37. The Embarq Local Telephone Operating Companies incorporate by this reference each of their allegations contained in paragraphs 1 through 36 of this Complaint as if set forth herein.

38. The interstate access terms and charges of the Embarq Local Telephone Operating Companies and procedures for determining the jurisdictional bases of calls are set forth in a federal tariff filed with and approved by the FCC. This tariff carries the force of law.

39. The Embarq Local Telephone Operating Companies fully performed their obligations under the tariff, except for those they were prevented from or excused from performing, or which were waived, by AT&T's actions.

40. The Embarq Local Telephone Operating Companies have both the right and duty pursuant to 47 U.S.C. § 203 to recover the charges set forth in their federal tariff.

41. AT&T violated the tariff and 47 U.S.C. § 203 by failing to provide the Embarq Local Telephone Operating Companies information about AT&T's interexchange traffic that is necessary for accurate billings to AT&T for interstate and intrastate access charges, by failing to follow the procedures prescribed in the tariff for determining the jurisdictional bases of calls and by failing to pay the Embarq Local Telephone Operating Companies the correct tariffed rates for the access services used by AT&T.

42. As a proximate result of AT&T's breach of tariff, the Embarq Local Telephone Operating Companies have suffered damages in an amount exceeding \$75,000.

COUNT II

Breach of State Tariffs

43. The Embarq Local Telephone Operating Companies incorporate by this reference each of their allegations contained in paragraphs 1 through 42 of this Complaint as if set forth herein.

44. The intrastate access charges of the Embarq Local Telephone Operating Companies are set forth in tariffs filed with and approved by the appropriate state regulatory agencies in Florida, Kansas, Minnesota, Missouri, Nebraska, Nevada, North Carolina, Oregon, South Carolina, Tennessee, Texas, Washington, and Wyoming. These tariffs carry the force of law.

45. The Embarq Local Telephone Operating Companies fully performed their obligations under the tariffs, except for those they were prevented from or excused from performing, or which were waived, by AT&T's actions.

46. AT&T violated the tariffs by failing to provide the Embarq Local Telephone Operating Companies information about AT&T's interexchange traffic that is necessary for accurate billings to AT&T for interstate and intrastate access charges and by failing to pay the Embarq Local Telephone Operating Companies the correct tariffed rates for the access services used by AT&T.

47. As a proximate result of AT&T's breach of tariff, the Embarq Local Telephone Operating Companies have suffered damages in an amount exceeding \$75,000.

COUNT III

Breach of Contract

48. The Embarq Local Telephone Operating Companies incorporate by this reference each of their allegations contained in paragraphs 1 through 47 of this Complaint as if set forth herein.

49. Pursuant to the Operating Agreement, AT&T has obligations to provide the Embarq Local Telephone Operating Companies with accurate information about AT&T's interexchange traffic that originates and terminates using the local exchange services of the Embarq Local Telephone Operating Companies and to pay access charges in accordance with tariffed rates for that interexchange traffic.

50. The Embarq Local Telephone Operating Companies fully performed their obligations under the Operating Agreement, except for those they were prevented from or excused from performing, or which were waived, by AT&T's actions.

51. AT&T has failed to provide the Embarq Local Telephone Operating Companies with accurate information about AT&T's interexchange traffic that originates and terminates using the local exchange services of the Embarq Local Telephone Operating Companies, and AT&T's failure constitutes a breach of the Operating Agreement.

52. AT&T has failed to pay the Embarq Local Telephone Operating Companies the tariffed rates for interexchange traffic that originates and terminates using the local exchange services of the Embarq Local Telephone Operating Companies, and AT&T's failure constitutes a breach of the Operating Agreement.

53. As a proximate result of AT&T's breach of contract, the Embarq Local Telephone Operating Companies have suffered damages in an amount exceeding \$75,000.

COUNT IV

Unjust Enrichment

54. The Embarq Local Telephone Operating Companies incorporate by this reference each of their allegations contained in paragraphs 1 through 53 of this Complaint as if set forth herein.

55. By originating and/or terminating long distance calls carried by AT&T, the Embarq Local Telephone Operating Companies conferred a benefit on AT&T.

56. AT&T understood and recognized that the origination and termination of calls by the Embarq Local Telephone Operating Companies conferred a benefit on AT&T.

57. AT&T accepted and retained the benefit of call origination and termination services by the Embarq Local Telephone Operating Companies.

58. It would be unjust to permit AT&T to accept and retain the benefit of services provided by the Embarq Local Telephone Operating Companies without compensating them as required by federal and state tariffs, the FCC Decision, and the Operating Agreement.

59. As a proximate result of AT&T's unjust enrichment, the Embarq Local Telephone Operating Companies have suffered damages in an amount exceeding \$75,000.

COUNT V

Unfair and Deceptive Trade Practices

60. The Embarq Local Telephone Operating Companies incorporate by this reference each of their allegations contained in paragraphs 1 through 59 of this Complaint as if set forth herein.

61. AT&T's acts and practices as described above constitute unfair and deceptive acts and omissions affecting commerce. In particular, AT&T's regular reports to the Embarq Local Telephone Operating Companies regarding the amount of interstate traffic AT&T was routing to the Embarq Local Telephone Operating Companies constitute false representations and/or omissions.

62. AT&T's unfair and deceptive acts violate the following statutes: N.C. Gen. Stat. §§ 75-1.1 et seq., Minn. Stat. §§ 325F.68-325F.70, Neb. Rev. Stat. §§59-1601 et seq., Nev. Rev.

Stat. §§ 41.600 et seq., Or. Rev. Stat. §§ 646.605 et seq., S.C. Code Ann. §§ 39-5-10 et seq., Tenn. Code Ann. §§47-18-103 et seq., Wash. Rev. Code §§ 19.86.010 et seq.

63. As a proximate result of AT&T's unfair and deceptive trade practices, the Embarq Local Telephone Companies have suffered damages in an amount exceeding \$75,000.

COUNT VI

Fraud

64. The Embarq Local Telephone Operating Companies incorporate by this reference each of their allegations contained in paragraphs 1 through 63 of this Complaint as if set forth herein.

65. AT&T knowingly or recklessly made false representations and/or omissions of material facts. In particular, AT&T provided the Embarq Local Telephone Operating Companies with PIU factors and other information about AT&T's calling traffic that were used to bill AT&T for access charges. Beginning at least sometime in 2002, AT&T provided inaccurate PIU factors and other information about its calling traffic to the Embarq Local Telephone Operating Companies that misclassified "enhanced prepaid calling card" calls and misrepresented the proportion of its interstate and intrastate calls, although AT&T provided various explanations and responses to inquiries that purported to justify the factor changes on other grounds. AT&T intentionally made these false representations and/or omissions for the purpose of inducing the Embarq Local Telephone Operating Companies to act upon them. In particular, the Embarq Local Telephone Operating Companies were induced to apply erroneous PIU factors that understated the proportion of intrastate calls originating and/or terminating in Embarq territories and to impose insufficient intrastate access charges on all of AT&T's calling traffic.

66. The Embarq Local Telephone Operating Companies have been prevented, by AT&T's continuing practice of disguising the origination and/or termination of calling card calls

and by AT&T's refusal to provide the Embarq Local Telephone Operating Companies with information about AT&T's interexchange traffic that is necessary for accurate billings to AT&T for interstate and intrastate access charges, from discovering the scope and extent of AT&T's fraud and the amount by which the Embarq Local Telephone Operating Companies have been damaged as a result.

67. The Embarq Local Telephone Operating Companies reasonably relied and acted and continue reasonably to rely and act upon AT&T's false representations and/or omissions by continuing to originate and terminate calls for AT&T. Because of AT&T's fraudulent conduct, the Embarq Local Telephone Operating Companies were unable to bill properly for the services provided to AT&T.

68. The Embarq Local Telephone Operating Companies were damaged by relying on the false representations and/or omissions of AT&T, in an amount exceeding \$75,000.

WHEREFORE, the Embarq Local Telephone Operating Companies request judgment as follows:

(a) Awarding the Embarq Local Telephone Operating Companies compensatory damages against AT&T; and

(b) Awarding the Embarq Local Telephone Operating Companies prejudgment and postjudgment interest; and

(c) Awarding the Embarq Local Telephone Operating Companies and their attorneys their costs and attorneys' fees; and

(d) Granting the Embarq Local Telephone Operating Companies such further relief as the Court deems just and proper.

Demand for Jury Trial

Plaintiffs the Embarq Local Telephone Operating Companies demand a trial by jury on all matters.

Respectfully submitted,

STINSON MORRISON HECKER LLP

By: /s/ J. Emmett Logan

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Attorneys for Plaintiffs the Embarq Local Telephone
Operating Companies

Dated: June 14, 2006

ACCESS SERVICE

2. General Regulations

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company will provide services under this tariff only to Customers in connection with their use and/or provision of interstate communications service.
- (B) The Telephone Company does not undertake to transmit messages under this tariff.
- (C) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (D) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (E) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (F) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

ISSUE DATE:
November 15, 2000

Issued Under Transmittal No. 130
Vice President-Regulatory Affairs
6360 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE DATE:
November 16, 2000

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

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

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6360 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE DATE:
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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)

- (B) The installation, use, and restoration of services shall be in accordance with Part 64, Subpart D, of the Federal Communications Commission's Rules and shall be subject to the regulations set forth following in Section 13.3.6(A), Telecommunications Service Priority (TSP) System.
- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.
- (D) The use of the Automatic Number Identification (ANI) and Charge Number (CN) optional features shall be subject to the following limitations in accordance with Part 64, Subpart P, of the Federal Communications Commission's Rules. Any customer that is provided ANI or Charge Number service, as offered in Section 6 of this tariff, is:
- (1) permitted to use the telephone number and billing information for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;
 - (2) prohibited from reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale; and
 - (3) prohibited from disclosing any information derived from the ANI or Charge Number service, except as permitted by (1) and (2) above, for any purpose other than:
 - performing the services or transactions that are the subject of the originating telephone subscriber's call;

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)

- ensuring network performance security, and the effectiveness of call delivery;
- compiling, using, and disclosing aggregate information; and
- complying with applicable law or legal process.

The above restrictions shall not prevent an ANI or Charge Number customer from using the telephone number and billing information, or information derived from analysis of the characteristics of calls received that include the ANI or Charge Number information, to offer a product or service that is directly related to the products or services previously purchased by an end user of the ANI or Charge Number customer.

2.1.3 Liability

(A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (J) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption. (C)(x)

(B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(x) Material filed under Transmittal No. 225, dated June 20, 2003, is withdrawn on not less than one day's notice under authority of Special Permission No. 03-064 of the Federal Communications Commission, and the existing tariff language is reinstated.

ISSUE DATE:
June 27, 2003

Issued Under Transmittal No. 226
Vice President-Regulatory Affairs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE DATE:
July 5, 2003

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)

- (C) The Telephone Company shall not be liable for any act or omission concerning the implementation of presubscription as set forth in 13.3.2 following, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (E) The Telephone Company shall be indemnified, defended and held harmless by the IC or end user against any claim, loss or damage arising from the use of services offered under this tariff. This obligation to indemnify, defend and hold harmless shall attach to the IC or the End User separately, and each shall be responsible for its own acts and omissions, including:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
 - (2) Claims for patent infringement arising from combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the end user or IC in the course of using services provided pursuant to this tariff.

Notwithstanding the other provisions of this Section, the Telephone Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services provided under this tariff.

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Vice President-Regulatory Affairs
6360 Sprint Parkway
Overland Park, Kansas 66251

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)

- (F) The Telephone Company is not liable for any special, incidental or consequential damages, or for commercial loss of any kind, whether or not it has been informed of the possibility of such damages.
- (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (H) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.
- (I) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's Telephone Exchange Services, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination are the sole responsibility of the customer. The Point of Termination is an inherent part of Switched and Special Access Services, therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved as set forth in 6.7.5 and 7.4.5 following for Switched and Special Services, respectively.

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

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Overland Park, Kansas 66251

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service

- (A) If a customer fails to comply with the provisions set forth in this tariff, including any payments to be made by it on the dates and times therein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or overnight delivery to the person designated by that customer to receive such notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. (C)
(C)
(C)

If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer without further notice.

- (B) If a customer fails to comply with the provisions set forth in this tariff, including any payments to be made by it on the dates and times therein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or overnight delivery to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date (C)
(C)
(C)

ISSUE DATE:
January 21, 2004

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Vice President-Regulatory Affairs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE DATE:
February 5, 2004

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) (Cont'd)

specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

(C) The Telephone Company will maintain records sufficient to validate the date upon which a bill or deposit request was sent to the customer. Action specified in (A) or (B) preceding will not be taken with regard to the subject bill or subject deposit request if the customer cures the noncompliance prior to the expiration of the thirty (30) days notice period.

(N)
|
(N)

(D) When access service is provided by more than one Telephone Company, the Companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without the cooperation of the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Company(s) initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate service discontinuance for nonpayment, and where a conflict exists in the applicable tariff provisions, the regulations of the end office Telephone Company shall apply for joint service discontinuance.

(T)

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6450 Sprint Parkway
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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D)

(D)

(E) If notice is given by overnight delivery under (A) or (B) preceding, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.

(N)

(F) The provisions set forth in (A) or (B) preceding shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to Section 2.4.1(B)(3)(c) following.

(N)

2.1.9 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication PUB AS No. 1.

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6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE DATE:
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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer 6 months notice, by certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

2.1.13 Representation

The Telephone Company does not represent that its facilities will meet standards other than those set forth in Sections 6, 7, 8 and 12 of this tariff.

(T)

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January 17, 2003Issued Under Transmittal No. 210
Vice President-Regulatory Affairs
6450 Sprint Parkway
Overland Park, Kansas 66251EFFECTIVE DATE:
February 1, 2003

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.14 Metropolitan Statistical Area Access Service

When switched dedicated and special access services are provided in a Metropolitan Statistical Area (MSA) for which the Telephone Company has been granted Phase II pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules, the regulations, rates and charges set forth in Sections 21, 22 and 23 of this tariff will apply. Switched dedicated and special access services provided in areas for which pricing flexibility has not been granted will be governed by the regulations, rates and charges set forth in Sections 5, 6, 7 and 13.

(C)
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(C)

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6450 Sprint Parkway
Overland Park, Kansas 66251

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May 3, 2003

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

- (B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will,

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2. General Regulations (Cont'd)

2.2 Use (Cont'd)2.2.1 Interference or Impairment (Cont'd)

(B) (Cont'd)

where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 (A) and (B) following is not applicable.

2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone 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 Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone 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 Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company Services.

2.3.4 Availability for Testing

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

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.5 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 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 Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.

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

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.8 Claims and Demands for Damages (Cont'd)

- (C) The customers shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

2.3.9 Sectionalization - Trouble Reporting

The customer will be responsible for reporting troubles, sectionalized to Telephone Company facilities and/or equipment. When troubles cannot be clearly sectionalized to the Telephone Company facilities and/or equipment, the Telephone Company will test cooperatively or independently to assist in trouble sectionalization. Additional charges, as set forth in Section 13, are applicable for cooperative or independent testing performed by the Telephone Company.

2.3.10 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements

(A) Percent Interstate Usage (PIU) (N)

(1) Pursuant to Federal Communications Commission order F.C.C. 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication. (T)

(2) The projected interstate percentages will be used by the Telephone Company to apportion the usage between interstate and intrastate until a revised report is received as set forth in (B)(7) following. (T)
(M)
(M)
(T)

(3) A projected interstate percentage of use is not required for the International DDD Blocking Miscellaneous Service described in 13.3.7(C) following. International Blocking is offered only as an interstate service, and charges will not be prorated between the intrastate and interstate jurisdictions. (T)
(M)
(M)

(B) Jurisdictional Reports (T)

When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Telephone Company will bill using a PIU factor developed from these actual minutes of use and will not use the customer provided PIU factors provided as set forth in (1) through (10) following. (N)
(N)

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

The Telephone Company developed PIU for access minutes of use will be determined at a statewide level. When the access minutes are measured, the interstate percentage will be developed on a quarterly basis by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total measured originating or terminating access minutes. The Telephone Company will begin to utilize the Telephone Company developed PIU factors as soon as sufficient call detail is available, and will implement subsequent Telephone Company developed PIU factors on a quarterly basis in accordance with the provisions set forth in 7 following.

(N)

When the Telephone Company receives insufficient call detail to determine the jurisdiction, the Telephone Company will apply the customer's projected PIU factor, provided as set forth in (1) through (10) following, to apportion the usage between interstate and intrastate.

(N)

(1) When a customer orders Feature Group A, Feature Group B, 500 Access Service and/or Toll Free Code (TFC) Access Service, the customer shall state in its order the projected interstate percentage for interstate usage for each Feature Group A, Feature Group B, 500 Access Service and/or TFC Access Service ordered. If the customer discontinues some but not all of the Feature Group A, Feature Group B, 500 Access Service and/or TFC Access Services in a group, it shall provide an updated projected interstate percentage for the remaining services in the group. Additionally, upon employing the 700 access code over Feature Group D, the customer must provide a projected interstate percentage for the 700 calls. If the customer fails to provide a 700 projected interstate percentage, a default percentage of 100% interstate will be assumed.

(T)

(M)

(M)

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

(2) For single connection arrangements, the interstate Feature Group A, Feature Group B, and/or TFC Access Service information reported as set forth in (1) preceding will be used to determine the charges. The number of access minutes (either the measured minutes or the assumed minutes) for a connection will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the connection minus the developed interstate access minutes for the connection will be the developed intrastate access minutes.

(M)

(M)

(3) For multiline hunt group or trunk group arrangements, the interstate Feature Group A, Feature Group B, and/or TFC Access Service information reported as set forth in (1) preceding will be used to determine the charges. The number of access minutes (either the measured minutes or the assumed minutes) for a service will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the service minus the developed interstate access minutes for the service will be the developed intrastate access minutes.

(4) When a customer orders Feature Group C, Feature Group D, TFC or 900 Access Services, the projected interstate percentage will be determined as set forth in (a) through (c) following:

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(4) (Cont'd)

(a) For originating Feature Group C and originating Feature Group D used in the provision of MTS/MTS-like service, the Telephone Company will determine the projected interstate percentage of use from the call detail.

(b) For terminating Feature Group C used in the provision of MTS/MTS-like service, and terminating Feature Group C used in the provision of 900 service, the projected interstate percentage of use will be determined through the application of terminating to originating (T/O) factors as set forth in Section 6.7.7 following. (C)

(c) For terminating Feature Group D used in the provision of MTS/MTS-like service, terminating Feature Group D used in the provision of 900 service, originating Feature Group C and Feature Group D used in the provision of 900 service, and originating and terminating Feature Group D used in the provision of Toll Free Code (TFC) service, the customer shall provide the projected interstate usage percentage in its access service order. In the event the customer fails to provide a projected interstate percentage, the Telephone Company will determine the projected interstate percentage as follows:

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

(4) (Cont'd)

(c) (Cont'd)

For originating access minutes, the projected interstate percentage will be developed on a monthly basis when the Feature Group C or Feature Group D Switched Access Service minutes are measured by dividing the measured interstate originating minutes (the minutes where the calling number is in one state and the called number is in another state) by the total originating minutes when the call detail is adequate to determine the appropriate jurisdiction.

For terminating access minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports (Cont'd)

(T)

(4) (Cont'd)

(c) (Cont'd)

When originating call details are insufficient to determine the jurisdiction for the call, the prior month's projected interstate percentage shall be used by the Telephone Company as the projected interstate percentage for originating and terminating access minutes. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (i.e., $100 - \text{interstate percentage} = \text{intrastate percentage}$).

- (5) When a customer orders Directory Assistance Service, the customer shall state in its order the projected interstate percentage for terminating use for each Directory Access Service group ordered. (A method the customer may wish to adopt could be to use its terminating traffic from its premises to the involved Directory Assistance Location and calculate the projected interstate percentage as set forth in (4) preceding.) The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 ($100 - \text{customer provided interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

- (6) Except where Telephone Company measured access minutes are used as set forth in (4) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1), (4) or (5) preceding will be used until the customer reports a different projected interstate percentage for an in service end office. When the customer adds or discontinues lines or trunks to an existing end office, the customer shall furnish an updated projected interstate percentage that applies to the end office. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports (Cont'd)

(T)

APPLICABLE TO ALL STATES - EXCLUDING TEXAS

- (7) (a) Effective on the first of January, April, July and October of each year, the customer shall provide a revised jurisdictional report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The customer shall forward the revised report to the Telephone Company, to be received no later than 15 days after the first of each such month, (i.e., January, April, July and October). The revised report will serve as the basis for the next three months billing (i.e., beginning the first of February, May, August and November) and will be effective on the customer's bill date for that service. No prorating or back billing will be done based on the report.

If the customer does not supply the revised reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service as set forth in (1), (4) and (5) preceding.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

APPLICABLE TO THE STATE OF TEXAS ONLY

- (7) (b) The customer shall provide to the Telephone Company, by April 15 of each year, a written report which provides the methodology utilized by the customer to develop the PIU factors provided in the quarterly update report as set forth in 2.3.11(B)(7)(c) following.

If the customer fails to provide the annual report by April 15 of each year, the customer will be notified by certified mail that if the annual report is not received within 30 calendar days of the receipt of the notice, the Telephone Company will designate a PIU factor of 50% for each service arranged for interstate use. This factor will be applied to the next billing cycle following the 30 day notice period, and will be utilized until the customer provides an annual report. Once the customer provides the annual report, the Telephone Company will update the customer's PIU factors within 15 business days utilizing the most current PIU factor reported by the customer.

APPLICABLE TO THE STATE OF TEXAS ONLY

- (c) Effective on the first of January, April, July and October of each year the customer shall provide a revised jurisdictional report showing the interstate

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

(7) (c) (Cont'd)

APPLICABLE TO THE STATE OF TEXAS ONLY

and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The customer shall forward the revised report to the Telephone Company, to be received no later than 15 days after the first of each such month, (i.e., January, April, July and October). The revised report will serve as the basis for the next three months billing (i.e., beginning the first of February, May, August and November) and will be effective on the customer's bill date for that service. No prorating or back billing will be done based on the report.

When a customer does not provide a quarterly update report, but has complied with the annual report requirements set forth in 2.3.11(B)(7)(b), the Telephone Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Telephone Company. When the customer does not provide a quarterly report and has not complied with the annual report requirements, the provisions set forth in 2.3.11(B)(7)(b) will apply.

If the Telephone Company has never received a quarterly update report, the customer will be notified by certified mail that if the

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

(7) (c) (Cont'd)

APPLICABLE TO THE STATE OF TEXAS ONLY

quarterly update report is not received within 30 calendar days of the receipt of the notice, the Telephone Company will designate a PIU factor of 50% for each service arranged for interstate use. This factor will be applied to the next billing cycle following the 30 day notice period and will be utilized until the customer provides a quarterly update report. When the customer does provide the quarterly report, the Telephone Company will update the customer's PIU factors within 15 business days utilizing the most current PIU factor reported by the customer.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

- (8) When a customer orders Common Channel Signaling/ Signaling System 7 (CCS/SS7) Interconnection Service, the customer shall provide to the Telephone Company in its order for the service, a CCS/SS7 Interconnection Service Percent Interstate Usage (PIU) Report.

Customers who provide the CCS/SS7 Interconnection Service PIU Report shall supply the Telephone Company with an interstate percentage, of 0 through 100, per Signaling Transfer Point (STP) Port Termination. This STP Port Termination PIU will be an average PIU based upon the jurisdiction (interstate versus intrastate) of those originating end user calls that require use of the specified STP Port Termination for signaling purposes.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports (Cont'd)

(T)

(8) (Cont'd)

The PIU provided by the customer for the STP Port Termination will be used by the Telephone Company to determine the jurisdiction (interstate versus intrastate) of the customer's STP Access Mileage charges.

The CCS/SS7 Interconnection Service PIU must be provided to the Telephone Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the interstate and intrastate jurisdictional report as specified in Section 2.3.11(B)(7) preceding will also apply for updating the CCS/SS7 Interconnection Service PIU Report. The Telephone Company will utilize the quarterly CCS/SS7 Interconnection Service PIU Report for the STP Port Termination to update the STP Access Mileage PIU effective on the bill date for the service.

Verification provisions as specified in Section 2.3.11(C) following will also apply to the CCS/SS7 Interconnection Service PIU Report.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports (Cont'd)

(T)

- (9) When a customer orders Line Information Data Base (LIDB) Access Service, the customer shall in its order provide to the Telephone Company a LIDB Access Service Percent Interstate Usage (PIU) Report.

Customers who provide the LIDB Access Service PIU Report shall supply the Telephone Company with an interstate percentage per originating point code (OPC) ordered. The LIDB Access Service PIU will be an average PIU based upon the jurisdiction (interstate versus intrastate) of those originating end user calls for which the Telephone Company LIDB is being queried.

The LIDB Access Service PIU Report must be provided to the Telephone Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the interstate and intrastate jurisdictional report are as specified in Section 2.3.11(B)(7), and will also apply for the LIDB Access Service PIU Report.

Verification provisions as specified in Section 2.3.11(C) will also apply for LIDB Access Service PIU Report.

(10) Entrance Facility and Direct-Trunked Transport

Entrance Facility and Direct-Trunked Transport will be made available on December 30, 1993 in conformance with the restructure of Local Transport. In order to provide these new services on December 30, 1993, customers of Switched Access services must provide new PIU factors that reflect all Switched Access services using these restructured facilities.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Reports (Cont'd)

(T)

(10) Entrance Facility and Direct-Trunked Transport (Cont'd)

- (a) When an Entrance Facility is provided for both interstate and intrastate Switched Access, the customer must provide a Switched Access Entrance Facility PIU factor on a serving wire center or study area level. The Entrance Facility PIU must account for all Switched Access originating and terminating usage carried over the Entrance Facility.
- (b) When Direct-Trunked Transport is provided for both interstate and intrastate Switched Access, the customer must provide a Switched Access Direct-Trunked Transport PIU factor on a study area level. The Direct-Trunked Transport PIU must account for all Switched Access originating and terminating usage carried over the Direct-Trunked Transport facilities.
- (c) If the customer does not provide a Switched Access PIU factor for an Entrance Facility or Direct-Trunked Transport as set forth in (a) and (b) above, the Telephone Company will develop a PIU for the Entrance Facility and Direct-Trunked Transport using the most current representative period.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report Requirements (Cont'd)

(T)

(B) Jurisdictional Reports (Cont'd)(10) Entrance Facility and Direct-Trunked Transport (Cont'd)

The Entrance Facility and Direct-Trunked Transport PIU Report must be provided to the Telephone Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the interstate and intrastate jurisdictional report as specified in Section 2.3.11(B)(7) preceding will also apply for the Entrance Facility and Direct-Trunked Transport PIU Report.

The verification provisions specified in Section 2.3.11(C) following will also apply for the Entrance Facility and Direct-Trunked Transport PIU Report.

(C) Jurisdictional Report Verification

(T)

If the Telephone Company disputes the reasonableness of the PIU provided by the customer as set forth in (B) preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, the Telephone Company may ask the customer to provide the data used by the customer to determine the projected interstate percentage. The customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within 15 days of the Telephone Company's request for verification.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report Requirements (Cont'd)(C) Jurisdictional Report Verification (Cont'd)

(T)

The Telephone Company shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes which represent a five percent shift from the customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.

(C)

In the event that the customer fails to provide adequate records to enable the Telephone Company or an independent auditor to conduct an audit verifying the customer's PIU, the Telephone Company will bill the usage for all the contested periods using the PIU reported by the customer for the previous period. This PIU will remain in effect until the customer provides the call detail records from which the percentage of interstate and intrastate use can be derived. No prorating or back billing will be done based on the newly derived factor.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Determination of Interstate Charges for Mixed Interstate and Intrastate Access Service, CCS/SS7 Interconnection Service and/or LIDB Access Service

When mixed interstate and intrastate Access Service, CCS/SS7 Interconnection Service and/or LIDB Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate, except for those charges associated with 900 Access Service. The percentage provided in the reports as set forth in 2.3.11 preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

(C)

- (A) For monthly and nonrecurring chargeable rate elements (excluding 900 Access Service as set forth in 6.8.5) multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., access minutes, calls, and queries) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.11 preceding.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Certification of Special Access Lines as Interstate(A) Interstate Classification Requirement

Pursuant to Federal Communications Commission Order FCC 89-224, adopted June 29, 1989 and released July 20, 1989, special access lines are to be classified as interstate when the lines carry more than a de minimis amount of interstate traffic. Interstate traffic is deemed de minimis when the interstate traffic amounts to ten percent (10%) or less of the total traffic on a special access line.

(B) Certification Requirement

When a customer orders a special access line, the customer shall certify, in its order, that the special access line carries interstate traffic and the interstate traffic is more than ten percent (10%) of the total traffic carried on the special access line.

The Telephone Company will provide written notification of the certification requirement to customers with existing special access lines. Existing customers must certify in writing, within 90 days of the effective date of this tariff, that the special access line carries greater than ten percent interstate traffic.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Certification of Special Access Lines as Interstate (Cont'd)(C) Verification Information

If a billing dispute arises or a regulatory commission questions the interstate certification for the special access line, the Telephone Company will ask the customer to provide the general information on system design and functionality it uses to determine that the special access line's interstate traffic is more than ten percent (10%) of the total traffic carried on the special access line. If the customer has usage information which it uses to verify the interstate traffic, the customer shall supply such information when requested by the Telephone Company. The customer shall supply the data within 30 days of the Telephone Company request.

(D) Nonrecurring Charges and Penalties

Customers of Mixed Use Special Access Service will not incur a nonrecurring charge in accordance with Section 7.4.1 (C)(3) of this tariff, nor any penalty for changes made to jurisdictional use of the line.

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(N)

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(A) Cont'd

(N)

For new service(s) being established, such deposit will not exceed the estimated rates and charges for a two month period. For existing service(s), such deposit will not exceed the actual rates and charges for a two month period associated with each individual bill that met the criteria for late payments specified preceding. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

(C)

(C)

(C)

(M)

Such a deposit may be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (B)(3)(b)(I) or in (B)(3)(b)(II), whichever is lower. The rate will be compounded daily for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company.

(M)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services, including, but not limited to, Maintenance of Service as set forth in 13.1.9 following, established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period (e.g., Special Access and Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing) except for charges associated with service usage (e.g., Tandem-Switched Transport and Local Switching) and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- (1) For End User Access Service, Presubscription and Digital Subscriber Line Services, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service, Presubscription and Digital Subscriber Line Services charges for the ensuing billing period, except for the Federal Government which will be billed in arrears. Any applicable charges, any known unbilled charges for prior periods and any known unbilled adjustment for prior periods for End User Access Service, Presubscription and Digital Subscriber Line Services will be applied to this bill. Such bills are due when rendered.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

- (2) For service other than End User Access Service, Presubscription and Digital Subscriber Line Services, the Telephone Company will establish a bill day each month for each customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for prior periods. The billing period for usage shall be the last bill day through one day before the current bill day. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following. (C)

- (3) (a) All bills dated as set forth in (2) preceding for service, other than End User Access Service, Presubscription and Digital Subscriber Line Services, provided to the customer by the Telephone Company are due 31 days (payment date) after the bill date, or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. In the event that the Telephone Company renders the bill more than seven (7) days after the normal billing date, the Telephone Company will extend the payment date by one day for each day in excess of seven (7) until the bill is rendered. The date the bill is rendered will be considered to be the date the bill is post marked. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving (C)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (a) (Cont'd)

Day, Christmas Day, and a day when Martin Luther King Jr. Day, Washington's Birthday, Memorial Day, Columbus Day, and Veteran's Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

(b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment interest charge shall be due to the Telephone Company. The late payment interest shall be the portion of the payment not received by the payment date times an interest factor. The interest factor shall be the lesser of:

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

(I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or

(II) 0.000329 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(c) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill or, when available, by accessing such information on the Telephone Company's website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds the disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed, to permit the Telephone Company to investigate the merits of the dispute.

(N)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (c) (Cont'd)

The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required in (3)(c) preceding.

The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the customer regarding the disposition of the claim (i.e., resolved in favor of the customer or resolved in favor of the Telephone Company), and credits the customer's account, if applicable.

(d) The Telephone Company shall respond no later than 15 working days, or other mutually agreed period, from the date of receipt of the notice of dispute. Such response shall state agreement or disagreement with the customer's position and, if disagreement, shall state clearly the reasons for such disagreement.

(e) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment interest charge set forth in (b) preceding. If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, the late payment interest charge for the disputed amount will not start until 10 working days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment interest charge will apply to the disputed amount. In addition, if a customer who has paid the total billed amount disputes the billed amount and the billing dispute is resolved in favor of the

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(T)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (e) (Cont'd)

(T)

customer, the customer shall be entitled to the principal amount of such overpayment plus an interest amount, calculated from the date the customer pays the bill to the date the money is refunded, for disputes found in favor of the customer which are filed within six months of the payment date. For disputes filed after six months from the payment date, interest will be paid from the claim date to the date the money is refunded to the customer. The disputed amount late payment interest charge shall be the disputed amount resolved in the customer's favor times an interest factor. The interest factor shall be the lesser of:

- (I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (II) 0.000329 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(D)

(D)

(C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month except for the PICC. The PICC is assessed for the full 30 day period.

(D) The Telephone Company will furnish sufficient supporting detail (e.g., type of charge, service type, invoice number, account number, adjustments, and payments) with bills rendered for access services to enable the customer to verify the accuracy of such bills.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (E) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (F) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.4 following.

2.4.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.6(B) and(C), 6.2.9, 6.7.2, 7.2.12, 7.2.13, 7.2.14, 7.4.3, 9.4(A) and 13.1.10 following. (C)

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis, as set forth in 12. following, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Period (Cont'd)

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order for Switched Access or Special Access service are set forth in 5.2.4 following.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 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 Telephone Company result in the complete loss of service by the customer as set forth in 6.5.1 following. For Special Access Digital Data Access and High Capacity Services, any period during which the error performance is below that specified for the service will be considered as an interruption. Except as otherwise provided, an interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

(C)(x)
(C)(x)

For purposes of administering the following regulations a "major fraction" means more than half of the incremental credit period using the unit of time in which the service interruption is measured, i.e., 30 seconds, 5 minutes. For example, a major fraction for a 30 minute period equals 16 minutes and for a 5 minute period equals 2 minutes and 31 seconds.

(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:

(x) Issued on 15 days' notice, with Section 61.59 waived under authority of Special Permission No. 02-032 of the Federal Communications Commission.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

- (1) For the following services, no credit shall be allowed for an interruption of less than thirty (30) minutes.*

(C)(x)

- Switched Access Voice Grade Entrance Facility
- Switched Access Voice Grade Direct-Trunked Transport
- Switched Access OptiPoint Services
- Special Access Voice Grade Services
- Special Access Digital Data Services
- Special Access Fractional DS1 Services
- Special Access Monthly Program Audio Services
- Special Access Monthly Video Services
- Special Access OptiPoint Services
- Frame Relay 56.0/64.0 kbps UNI Port Connection

(C)(x)

The customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1,440 of the monthly charge for the service for each period of thirty (30) minutes or major fraction thereof that the interruption continued from the time that an interruption period starts.

The monthly charges used to determine the credit shall be as follows:

- (a) For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., Channel Termination(s), Channel Mileage, optional features and functions, and, when applicable, surcharge for Special Access Service).

* Customers subscribing to one, two, three, or five year commitment periods established or on order prior to March 12, 2002 may elect to discontinue service without termination liability within 90 days of the effective date of the credit allowance revisions filed under Transmittal No. 188.

(x) Issued on 15 days' notice, with Section 61.59 waived under authority of Special Permission No. 02-032 of the Federal Communications Commission.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(M)(x)

(d) For Program Audio and Video multipoint services, the credit for the monthly charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.

(M)(x)
(C)(x)
(M)(x)
(M)(x)

(2) For Program Audio and Video Special Access Services provided on a daily basis, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:

(C)(x)

(D)(x)

(D)(x)

(a) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.

(T)(x)

(D)(x)

(D)(x)

(x) Issued on 15 days' notice, with Section 61.59 waived under authority of Special Permission No. 02-032 of the Federal Communications Commission.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(2) (Cont'd)

- (b) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for all Channel Terminations, Channel Mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues. (T)(x)
- (c) For multipoint services, the credit for the daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative. (C)(x)
- (d) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption. (T)(x)

(x) Issued on 15 days' notice, with Section 61.59 waived under authority of Special Permission No. 02-032 of the Federal Communications Commission.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When A Credit Allowance Applies (Cont'd)

- (3) For Switched Access Service (excluding Entrance Facilities and Direct-Trunked Transport) and Directory Assistance Service, credit allowances for interruptions apply only to the applicable monthly rates or the assumed minutes of use charge, whichever is applicable to the service involved. No credit allowance shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues. (C)(x)
(C)(x)
- (4) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rate or assumed minutes of use charge for the service interrupted in any one monthly billing period.
- (5) Service interruptions for Specialized Service or Arrangements provided under the provisions of Section 12. following shall be administered in the same manner as those set forth in this section unless other regulations are specified with the individual case filing.

- (x) Issued on 15 days' notice, with Section 61.59 waived under authority of Special Permission No. 02-032 of the Federal Communications Commission.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(6) Service Performance Maintenance Guarantee

For the following services, no credit shall be allowed for an interruption of less than 30 minutes.*

- Switched Access DS1 Entrance Facility
- Switched Access DS1 Direct-Trunked Transport
- Switched Access DS3 Entrance Facility
- Switched Access DS3 Direct-Trunked Transport
- Switched Access STS1 Entrance Facility (N)
- Switched Access STS1 Direct-Trunked Transport (N)
- Special Access DS1 High Capacity Services
- Special Access DS3 High Capacity Services
- Special Access STS1 High Capacity Services (N)
- Frame Relay DS1 level and above UNI Port Connections
- Frame Relay DS1 level and above NNI Port Connections
- ATM UNI Port Connections
- ATM NNI Port Connections
- ATM Access Terminations
- ATM Interoffice Mileage

If covered facilities fail for 30 minutes or more, the customer will be credited a percentage of the monthly recurring charges associated with the interrupted facility as set forth following:

Duration of Service Outage	Service Maintenance Credit Percentage
30-119 minutes	10%
120-239 minutes	25%
240-479 minutes	50%
480 minutes or greater	100%

* Customers subscribing to one, two, three, or five year commitment periods established or on order prior to March 12, 2002 may elect to discontinue service without termination liability within 90 days of the effective date of the credit allowance revisions filed under Transmittal No. 188.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(6) Service Performance Maintenance Guarantee (Cont'd)

The credit shall be applied to each rate element associated with the interrupted facility (e.g., channel termination, channel mileage, and optional features and functions;) and shall be credited at the rate in effect on the day the outage is reported by the customer. The credits shall not exceed the monthly rate for the facility interrupted in any one monthly billing period.

(7) SONET Performance Maintenance Guarantee

For Shared SONET Ring Services, Gateway SONET Ring Services and SONET OC Ring, no credit shall be allowed for an interruption of less than one minute. If covered facilities fail for one minute or more, the customer will be credited 100% of the monthly recurring charges associated with the interrupted facility.

(T)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(7) SONET Performance Maintenance Guarantee (Cont'd)

The credit shall be applied to each rate element associated with the interrupted facility (i.e., ring connection and ring transport; entrance ring connection and end user connection; customer node, customer configuration interface, central office node, central office configuration interface, local channel, alternate central office channel, interoffice channel, internodal channel, intraoffice channel, central office node configuration interface capacity reallocation, or customer node configuration interface capacity reallocation) and shall be credited at the rate in effect on the day the outage is reported by the customer. The credits will apply no more than once per month and the total of all credits shall not exceed the monthly rate for the facility interrupted in any one monthly billing period.

(C)(x)

(C)(x)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(x) Issued on 15 days' notice, with Section 61.59 waived under authority of Special Permission No. 02-032 of the Federal Communications Commission.

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 March 12, 2002

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of the service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Section 14, Special Construction, of this tariff. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Periods of temporary discontinuance as set forth in 2.2.1(B) preceding.
- (8) Periods of interruption as set forth in 13.1.9 following.
- (9) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (10) During a declared national emergency, where priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

(M)(x)
| |
(M)(x)

(x) Issued on 15 days' notice, with Section 61.59 waived under authority of Special Permission No. 02-032 of the Federal Communications Commission.

Certain material found on this page formerly appeared on 2nd Revised Page 2-59.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

No credit allowance will be made for:

- (11) During natural disasters, work stoppages, civil disturbances, criminal actions; or by fire, flooding or other occurrences attributed to an Act of God.
- (12) If a planned or scheduled outage for maintenance, upgrades and enhancements take place.
- (13) When the service outage is caused by the failure of customer provided terminal equipment or failure caused by the customer at a single point of entrance on the SONET OC Ring. (T)
- (14) Interruptions of a service due to the failure of facilities or equipment provided by connecting carriers. (T)

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

- (E) In certain instances, the Customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit for service interruptions as set forth in Section 2.4.4(B). In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.5 Customer Bill Verification

Upon reasonable notice, the customer, or its duly authorized representatives, shall have the right of access to mutually agreed upon Telephone Company information and records as may be necessary to verify the accuracy of access bills rendered to the customer in connection with Access Services provided under this tariff.

2.4.6 Reestablishment of Service Following Fire, Flood or Other Occurrence(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood and other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The reestablishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.6 Reestablishment of Service Following Fire, Flood or Other Occurrence (Cont'd)(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending reestablishment of service at the original location.

2.4.7 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved

When ordering, rating and billing of Access Services under this tariff involves more than one Exchange Telephone Company or rate schedule, the Telephone Companies involved will mutually agree upon one of the billing methods as set forth in (A) or (B) following based upon the interconnection arrangements between the Telephone Companies and the availability of measurement capability.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)

The Telephone Company will notify the customer which billing method will be used when the customer orders Access Service. In addition, the Telephone Company will provide the customer written notice of a change in billing method no later than 30 days prior to the implementation of such change.

The billing method set forth in (A) following is applicable only to interconnection arrangements between Exchange Telephone Companies involved in the provision of Feature Group A Switched Access Service where the Exchange Telephone Companies have not agreed to use multiple company billing. The billing methods set forth in (B) following are applicable to interconnection arrangements between Exchange Telephone Companies involved in the provision of all Access Services, with the exception of those instances where the provisions of (A) are available.

In accordance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-106, adopted July 20, 1987, the Telephone Company will adhere to the standards set forth in the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines when providing access service under Multiple Company (Interconnection Point) Billing arrangements. These documents are available for customer inspection as set forth in the *Reference to Other Publications* section of this tariff. (C)
(C)

The Exchange Telephone Companies involved in providing the Access Service, will develop a mutually agreeable working arrangement to allow one of the Exchange Telephone Companies to perform "Access Service Coordination" (ASC) for all services requested.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(A) Single Company Billing (FGA Only)

When Feature Group A Access Service is ordered by a customer where one end of the Transport element is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose territory the first point of switching is located will accept the order. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service tariff.

(B) Multiple Company (Interconnection Point) Billing

When an Access Service ordered by a customer involves more than one Exchange Telephone Company or rate schedule, the Exchange Telephone Companies involved will agree upon one of the following billing methods:

Single Bill Method: The Exchange Telephone Companies involved will mutually agree upon a "billing company" which will render the bill for the Access Service provided. The designated billing company will perform the "Access Service Coordination" (ASC) function for the service requested, determine the applicable charges, and bill the customer for the entire service in accordance with its Access Service tariff. The designated billing company will be billed by the other Exchange Telephone Companies involved for the portion of the Access Service they provide.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(B) Multiple Company (Interconnection Point) Billing (Cont'd)

Multiple Bill Method: Each Exchange Telephone Company involved will provide the portion of the service in its operating territory and bill the customer in accordance with its Access Service tariff.

- (1) When a Feature Group A Switched Access Service is ordered by a customer where one end of the Transport element is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose operating territory the first point of switching is located will accept the order. In addition, the Exchange Telephone Company in whose operating territory the customer point of termination is located must also receive a copy of the order from the customer. Each Exchange Telephone Company will provide the portion of the transport element in its operating territory to an interconnection point with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff.
- (2) When Feature Group B, C, and/or D Switched Access Service and/or Directory Assistance Service is ordered by a customer where one end of the Transport element is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the orders shall be received as follows:

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(B) Multiple Company (Interconnection Point) Billing (Cont'd)

(2) (Cont'd)

- (a) For Feature Group C Switched Access Service and/or Directory Assistance Service, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer.
- (b) For Feature Group B and/or D Switched Access Service ordered to an end office, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer.
- (c) For Feature Group B and/or D Switched Access Service ordered to an access tandem, the Exchange Telephone Company in whose operating territory the access tandem is located must receive the order from the customer.
- (d) For the Service ordered set forth in (a), (b) and (c) preceding, the Exchange Telephone Company in whose operating territory the customer point of termination is located must also receive a copy of the order from the customer.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(B) Multiple Company (Interconnection Point) Billing (Cont'd)

(2) (Cont'd)

Each Exchange Telephone Company will provide the portion of the Transport element in its operating territory to an interconnection point with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

- (3) When a Special Access Service utilized for connection with Switched Access Service is ordered and a Transport element applies (i.e., the WATS serving office and the end user customer end office are not coterminous) and one end of the Transport element is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer. In addition, the Exchange Telephone Company in whose operating territory the WATS Serving Office is located must also receive a copy of the order from the customer. Each Exchange Telephone Company will provide the portion of the Transport element in its

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(B) Multiple Company (Interconnection Point) Billing (Cont'd)

(3) (Cont'd)

operating territory to an interconnection point with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

- (4) When a Special Access Service is ordered by a customer where one end of the Channel Mileage is in the Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, except for Special Access Service provided with the use of Hubs, either of the Exchange Telephone Companies may receive the order from the customer. In addition, the other Exchange Telephone Company must receive a copy of the order from the customer. Each Exchange Telephone Company will provide the portion of the Channel Mileage element in its operating territory to an interconnection point (IP) with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Channel Mileage element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(B) Multiple Company (Interconnection Point) Billing (Cont'd)

- (5) When a Special Access Service involving a Hub is ordered by a customer where one end of the Channel Mileage element is in an Exchange Telephone Company operating territory and the Hub is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose operating territory the Hub is located must receive the order from the customer. In addition, The Exchange Telephone Company in whose operating territory a customer premises is located must receive copies of the order from the customer. Each Exchange Telephone Company will provide the portion of the Channel Mileage element in its operating territory to an interconnection point (IP) with another Exchange Telephone Company and will bill the charges in accordance with its Access Service Tariff. The rate for the Channel Mileage element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.
- (6) When a Feature Group A, B, C and/or D Switched Access Service is ordered by a customer where both ends or an end and an interconnection point of the Transport Element are in the same Telephone Company operating territory and same exchange but in different states which have different rate schedules, the Telephone Company will accept the order in the state where

(Z)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(B) Multiple Company (Interconnection Point) Billing (Cont'd)

(6) (Cont'd)

the first point of switching is located. When a Special Access Service utilized for connection with Switched Access Service is ordered and a Transport element applies and both ends or one end and an interconnection point of the Transport element are in the same Telephone Company operating territory and same exchange but in different states which have different rate schedules, the Telephone Company will accept the order in the state where the WATS Serving Office is located. The Telephone Company will provide the service ordered and will bill the portion of the service in each state in accordance with the rate schedule for that state. An interconnection point will be determined by the Telephone Company and will be used to determine the billing for each state. The rate for the Transport element will be determined as set forth in (8) following.

- (7) When a Special Access Service, including those involving a Hub, but excluding those ordered for connection with Switched Access Service, is ordered by a customer where both ends of the Channel Mileage element, an end of the Channel Mileage element and an interconnection point, an end of the Channel Mileage element and a Hub or interconnection point and a Hub are in the same Telephone Company operating territory and the same exchange but in different states which

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)(B) Multiple Company (Interconnection Point) Billing (Cont'd)

(7) (Cont'd)

have different rate schedules, the Exchange Telephone Company will accept the order in either state except for orders involving Hubs. For orders involving Hub the order must be placed in the state where the Hub is located. An interconnection point will be determined by the Exchange Telephone Company and will be used to determine the billing for each state. All appropriate charges in each state rate schedule are applicable. The rate for the Channel Mileage element will be determined as set forth in (8) following.

(8) The rate for the Switched Access Direct-Trunked Transport and Tandem-Switched Transport or Special Access Channel Mileage per mile element for services provided as set forth in (1) through (7) preceding is determined as follows:

- (a) Determine the appropriate switched transport or channel mileage by computing the airline mileage between the two ends of the switched transport or channel mileage. Determine the airline mileage for the Tandem-Switched Transport per mile element using the V & H method as set forth in 6.7.12 following. Determine the airline mileage for the Direct-Trunked Transport and Channel Mileage per mile element using the V & H method as set forth in 7.4.6 following.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)

(B) Multiple Company (Interconnection Point) Billing (Cont'd)

(8) (Cont'd)

(b) Determine the rate for the airline mileage determined in (a) preceding using the Telephone Company's tariff. Multiply such rate by the Telephone Company's billing percentage factor and divide by 100 to obtain the switched transport or channel mileage per mile element charges.

(9) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage factor for the Telephone Company for the service between the two involved offices is listed in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

(C)

(C) Reserved For Future Use

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ACCESS SERVICE

2. General Regulations (Cont'd)

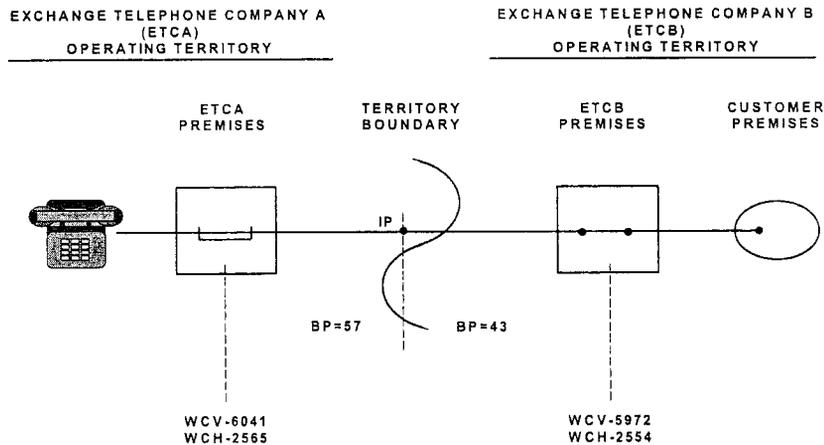
2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)

(D) Example - Switched Access

(1) Layout

- (a) Feature Group C Switched Access is ordered to End Office A.
- (b) End Office A is in operating territory of Exchange Telephone Company A.
- (c) Premises of ordering Customer is in operating territory of Exchange Telephone Company B.



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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company or Rate Schedule is Involved (Cont'd)

(D) Example - Switched Access (Cont'd)

(2) Airline Mileages (Using NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. NO. 4).

- ETCA premises to ETCB premises = 22.1, rounded = 23

(3) Tandem-Switched Transmission charges for 10220 access minutes

- Assume ETCA rate for Tandem-Switched Transmission is \$0.0001 per access minute per mile
- Assume ETCA Billing Percentage (BP) is 57
- Assume ETCB rate for Tandem-Switched Transmission is \$0.0002 per access minute per mile
- Assume ETCB Billing Percentage (BP) is 43
- Formula:

ETCA Tandem-Switched

$$\text{Transmission Per Mile Charge} = \frac{\text{Access Minutes} \times \text{ETCA Rate} \times \text{ETCA Billing Percentage}}{100}$$

(T)

- Calculation of Transport Charges

$$\text{ETCA Tandem-Switched Transmission Per Mile Charge} = 10220 \times \$0.0001 \times \frac{57}{100} = \$0.583$$

$$\text{ETCB Tandem-Switched Transmission Per Mile Charge} = 10220 \times \$0.0002 \times \frac{43}{100} = \$0.879$$

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Performance Provisioning Guarantee

(A) General

The Telephone Company assures that orders for certain Access Services, as specified in (B) following, will be installed and available for customer use no later than the Firm Order Confirmation (FOC) date.

(C)

When the failure to meet a FOC date for installation of these services is solely the Telephone Company's responsibility, the associated nonrecurring charges shall be credited to the customer. The nonrecurring charges will be credited at the rate at which they were billed, however, the credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under other provisions of this tariff. The credit of applicable nonrecurring charges for installations not completed by the FOC date is an exclusive remedy and is in lieu of any other claims described in Section 2.1.3 preceding.

(B) Services Subject to Credit

The Service Performance Provisioning Guarantee is available for all Switched Access Services, for Frame Relay Service UNI and NNI port connections, and for the following Special Access Services:

- Program Audio Service
- Voice Grade Service
- Digital Data Service
- High Capacity Service

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Performance Provisioning Guarantee (Cont'd)

(C) When a Credit Allowance Does Not Apply

Nonrecurring charge credits under the Service Performance Provisioning Guarantee will not be made:

- (1) When customer actions prevent or inhibit installation of the service (e.g., the customer's premises is inaccessible, the customer changes interface requirements, or the customer is not ready to accept the service).
- (2) When other Telephone Companies are involved in the service installation.
- (3) When the service is provided under the Special Construction or Specialized Services or Arrangements sections of this tariff.
- (4) During a declared national emergency, where priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.
- (5) During natural disasters, work stoppages, civil disturbances, criminal actions; or by fire, flooding or other occurrences attributed to an Act of God.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Connections2.5.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched and Special Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publications AS No. 1 and in 2.1 preceding.

2.5.2 Connection with Unbundled Network Elements

Pursuant to the Federal Communications Commission's *Report and Order on Remand and Further Notice of Proposed Rulemaking*, FCC 03-36, adopted February 20, 2003, and the requirements of Section 51.309 of the Federal Communications Commission's *Rules*, the Telephone Company will permit a requesting telecommunications carrier to commingle an unbundled network element or combination of unbundled network elements with wholesale access services obtained from the Telephone Company under this tariff. The rates, terms and conditions of this tariff will apply only to the access services that are commingled. Unbundled network elements or combinations of unbundled network elements that are commingled with access services are not available through this tariff.

(N)

(N)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 101-XXXX, 950-0XXX, 950-1XXX, 950-10XX or 950-00XX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Account

The term "Account" denotes the set of billing information for a customer. Each account is uniquely identified by the billing account number (BAN) located on either the customer's bill or service record.

Aggregator

The term "Aggregator" denotes any individual, partnership, association joint-stock company, trust, governmental entity or corporation as defined under Part 64.708(b) of the Federal Communications Commission's Rules.

Alternate Billing Service

Alternate Billing Service (ABS) provides end users the ability to bill calls to an account not necessarily associated with the originating line.

Answer Message

Denotes an SS7 message sent in the backward direction to indicate that the call has been answered.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Asynchronous

A method of transmission in which information is sent with each character (byte) providing synchronization via start and stop bits.

Asynchronous Polled Interface (API)

Burrough's protocol that parallels IBM's SNA protocol.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

B-Channel

The term "B-Channel" denotes a bi-directional synchronous channel which supports 64 kbps of digital transmission.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Billed Number Screening (BNS)

Billed number screening is a process which utilizes a data base to determine specific characteristics and/or customer preferences on a billed line number. Examples would include, whether or not the line is a public telephone and whether the billed customer associated with the line will accept a collect call.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in an standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for the Telephone Company, or company location, that company should be contacted at the address shown under the Issuing Carrier(s) name listed on Title Pages 2 through 3 preceding.

(T)

Byte

8 bits of data, also referred to as an Octet.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Call Set-Up

Any attempt by a CPSN user to establish a circuit to send packetized data.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Carrier or Common Carrier

See *Interexchange Carrier*.

Carrier Identification Parameter

The term "Carrier Identification Parameter (CIP)" denotes a field in the SS7 initial address message that identifies and forwards Carrier Identification Code information to an Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

The term "Central Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Building

A structure housing Company equipment that is under the control of the Company.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing /demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Circuit Termination

The data circuit and associated conditioning which provides for dedicated access to the network.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Clear Channel Capability (CCC)

The term "Clear Channel Capability" denotes the transport of twenty-four, 64 Kbps channels over a 1.544 Mbps High Capacity Service via B8ZS line code format.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Collocation-POT

The physical point of termination in a Central Office Building, specified by the Company, between Other Tariffed Services and Customer Transport Facilities.

Collocation Space

A location within a Central Office Building, provided through Special Access Expanded interconnection for the purpose of locating Customer Transport Facilities and interconnecting those facilities to Other Tariffed Services.

Commingling

The term "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element (UNE), or a combination of unbundled network elements (UNEs), to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services.

(N)
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(N)

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Common Trunk Port

The term "Common Trunk Port" denotes the termination of shared access trunks when traffic is routed to an end office through an access tandem, host office or dial tone office.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Completed Call

The term "Completed Call" denotes a call in which answer supervision is received from the called location.

CCITT

Consultative Committee for International Telephone and Telegraph.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Conventional Signaling

The inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten-digit ANI, ANI information digits, or acknowledgment wink are included in this signaling sequence.

Cost

Except as provided otherwise in this tariff, the term "cost" denotes all sums expended directly by the Telephone Company to provide particular facilities and/or services to a user, plus a pro-rata share of the cost to the Telephone Company of its facilities and personnel, including general and administrative costs, used in the provision of the facilities and/or services, plus a reasonable profit.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and end users.

(C)(x)
(C)(x)Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

Customer Transport Facilities

Fiber optic transport and distribution cables and associated transmission equipment required for the operation thereof that are provided, operated, maintained and owned or controlled by the Customer.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

D-Channel

The term "D-Channel" denotes a 64 kbps digital signaling channel that provides for call establishment.

DTE Backup

An optional customer feature which allows an alternate Data Network Address (DNA) to be designated for a particular CPSN switch termination in case the original is not in service. If the original DNA is out of order, the calling party will be automatically rerouted to the destination indicated by the alternate DNA.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Dedicated Trunk Port

The term "Dedicated Trunk Port" denotes the termination of Feature Group B and D access trunks to an end office when provided as a trunk side arrangement or to the access tandem at the serving wire center side of the switch.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

Digital Subscriber Line (DSL)

DSL is an access data technology that permits simultaneous data over voice service, using the same local exchange service loop, to be sent over existing facilities. DSL supports data rates up to 512 Kbps to 1.5 Mbps when receiving data (downstream rate) and up to 128 Kbps to 640 Kbps when sending data (upstream rate).

Digital Subscriber Line Access Multiplexer (DSLAM)

The term "Digital Subscriber Line Access Multiplexer" denotes a multiplexer that aggregates DSL data traffic for transport.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes switched access transport from the serving wire center to the end office on circuits dedicated to the use of a single access customer without tandem switching, or from the serving wire center to the access tandem when the transport from the access tandem to the end office is routed on circuits used in common by multiple access customers.

Directory Assistance (Interstate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer premises by sending appropriate signals, i.e. off-hook, 411, 555-1212 or (NPA) 555-1212.

Directory Assistance Location (Interstate)

The term "Directory Assistance Location" denotes a Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a customer's premises and selects the first operator position to respond to the Directory Assistance call.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Directory Number (DN)

The term "Directory Number" denotes a unique NPA-NXX-XXXX assigned to a subscriber of a Local Service Provider.

Donor Switch

The term "Donor Switch" denotes the original switch source of an NXX that has been designated as portable and from which a subscriber has moved their service, while retaining their Directory Number, to a different service provider's switch.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of interface with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules (RSM) and Remote Switching Systems (RSS) served by a host office in a different wire center.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)End User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)].

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Telephone 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. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Exchange Access Signaling

The signaling system which is used, by equal access end offices, to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgment wink supervisory signals.

Exchange Termination

Central office equipment (Modem or Channel Service Unit/Digital Service Unit) required for circuit termination at the switch.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Exit Message

Denotes an SS7 message sent to an end office by the Telephone Company tandem switch to mark the Carrier Connect Time when the Telephone Company's tandem switch sends an Initial Address Message to an Interexchange Customer.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

See Exchange.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Field Identifier

The term "Field Identifiers" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected field identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

Firm Access Order

The term "Firm Access Order" denotes an access service order for which the customer has provided the Telephone Company sufficient information to proceed with the provision of facilities and/or terminations.

Firm Order Confirmation (FOC) Date

(C)

The date on which the Telephone Company confirms to the customer that the requested service can be provided.

First-Come, First-Served

The term "First-Come, First-Served" denotes a procedure followed when the first service order received will be the first service order processed.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Geographically Aggregated Rate (GAR)

The term "Geographically Aggregated Rate" denotes a situation in which the rates and charges for a service offering, for which there is currently no demand, are developed based upon the aggregated total revenue and demand for more than one study area. Upon receipt of a request for service, the current geographically averaged rates will be redeveloped to include the new study area.

Example: Study areas A, B, and C have been geographically aggregated. Geographically averaged rates for A and B were developed based on their aggregated total revenue and demand, while Area C, marked "GAR", has no current demand. Should C receive a request for service, the current geographically averaged rates will be redeveloped to include C's revenue and demand. The redeveloped rates and charges will now be applicable to customers in A, B, and C.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Holding Time

The duration of a public dial call.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Hub

A Hub is a Telephone Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed may be used to connect three or more Customer designated premises in a multipoint arrangement. The multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Initial Address Message

Denotes an SS7 message sent in the forward direction to initiate trunk set up by seizing an outgoing trunk for sending trunk and call routing and handling information to the next switch.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dBs) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Interconnector

The term "Interconnector" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which provides fiber optic and associated equipment or microwave facilities for connection of its equipment, collocated in Telephone Company serving wire center(s), to other services provided under this tariff.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the non-linearity of a channel. It is measured using four tones, and evaluating the ratios (in dBs) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Interstate Service Arrangement

The term "Interstate Service Arrangement" denotes an arrangement provided pursuant to interstate tariffs, contracts or service arrangement whereby the subscriber who obtains the arrangement permits others to make calls to the telephone number assigned to the arrangement without charges.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Jointly Used Subscriber Plant

The term "Jointly Used Subscriber Plant" denotes the local nontraffic sensitive facilities which provide connection between the Customer's service location and the exchange central office serving the Customer and which may alternatively be used to place exchange service calls, interexchange intrastate service calls, or interexchange interstate service calls with no change in the nature of the facilities.

Kilobits Per Second (Kbps)

One thousand bits per second.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Kilopacket

One thousand packets.

Kilosegment

One thousand segments.

Line Information Data Base

The Line Information Data Base (LIDB) is a data base containing billing validation data to support Alternate Billing Services.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. For the purposes of this tariff Geographical Market Area (GMA) and LATA are intended to be interchangeable.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Local Calling Area

The term "Local Calling Area" denotes a geographical area, as defined in the Telephone Company's Local and/or General Exchange Service tariff, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring MTS charges.

Local Circuit Facility

Unconditioned copper facility used as the basis for designing a data circuit.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Location Routing Number

The term "Location Routing Number" denotes a ten digit number used to uniquely identify a switch that has ported numbers.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a Telephone Company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Maintenance Test Unit (MTU)

The term "Maintenance Test Unit" denotes a piece of equipment installed and maintained by the Telephone Company near the end of a transmission path on the central office side of a Customer's premises. Upon proper command, the Maintenance Test Unit can isolate a Customer's wire and terminal equipment from the network loop. It enables remote testing of the transmission path's performance to the MTU.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty six hours and fifteen minutes, the customer would be given a credit allowance for two twenty four hour periods for a total of forty eight hours.

Maritime Radio Common Carriers (MRCCs)

The term "Maritime Radio Common Carriers (MRCCs)" denotes carriers which are regulated under Part 81 of the Federal Communications Commission's Rules and Regulations.

Market Service Area

(See "Local Access Transport Area").

Maximum Burst Size (MBS)

The term "Maximum Burst Size" denotes the maximum number of consecutive cells that may be transmitted to the Telephone Company ATM network in a single burst at a rate that exceeds the sustained cell rate (SCR), but does not exceed the peak cell rate (PCR), assigned to the variable bit rate (VBR) connection. Cells exceeding the MBS will be declared as non-conforming and will be buffered or discarded, depending on the level of congestion.

Message

The term "Message" denotes a "call" as defined preceding.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the Telephone Company end office.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Minutes of Use

See Access Minutes.

Multiline Business Customer

The term "Multiline Business Customer" denotes an End User who is provided with more than one Common Line-business line in a state by the same Telephone Company under the business regulations of the General and/or Local Exchange Service tariffs of the Telephone Company.

N-1 Carrier

The term "N-1 Carrier" denotes the telecommunications carrier responsible for determining the Location Routing Number and delivering a call to the Telephone Company's switch. The N-1 carrier is the telecommunications carrier immediately preceding the terminating carrier in the Local Number Portability process.

Negotiation

An optional customer feature that allows negotiation on a per call basis of the packet size, window size, and throughput class for each direction of data transfer.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Network Processing Charge

A charge, per kilosegment, applied to calls which require packetizing at both the originating and terminating points in the network.

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Operator Service System (OSS)

The term "Operator Service System" (OSS) denotes the group of interacting hardware (switching equipment, data links, and operator terminals) and software components for the provision of operator service functionality.

Optical Carrier Level (n) (OC n)

The term "Optical Carrier Level (n)" denotes the physical line connection (aka facility) between two locations that uses optical signaling equipment for transmitting information over fiber optics. A level of bit rate speed transmission is indicated by "n". OC1 optical transmissions are at 51.84 Mbps; OC3 at 155.52 Mbps; OC12 at 622.08 Mbps; OC48 at 2488.32 Mbps; and OC192 at 9953.28 Mbps.

(C)

Optical Carrier Level n Concatenated (OCnc)

The term "Optical Carrier Level n Concatenated" denotes the physical line or clear channel connection (aka facility) between two locations that is capable, using optical signaling equipment, of replacing multiple payload groupings into one larger payload grouping, resulting in a single communications channel.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Optical Carrier Rate (OC#)

The term "Optical Carrier Rate" denotes a SONET transmission signal/speed, line rate or service. The rate is in multiples of an OC1, which is equivalent to a Synchronous Transport Signal (STS1), 51.84 Mbps, SONET's basic rate. OC# rate bandwidth capacity is 155.52 Mbps for OC3, 622.08 Mbps for OC12, 2488.32 Mbps for OC48 and 9953.28 Mbps for OC192. (C)

Optical Carrier Rate Concatenated (OC#c)

The term "Optical Carrier Rate Concatenated" denotes a clear channel SONET transmission using only one framing format. For example, an OC3 signal provides three STS1 frame formats with 3 overheads for a total capacity of 2322 bytes per Synchronous Payload Envelope (SPE); in an OC3c signal, one STS3c frame format is used with one overhead, increasing the total payload capacity to 2340 bytes per SPE. (C)

Originating Direction

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an end user premises to a customer premises.

Originating Point Code

An originating point code is assigned to identify each Operator Service System (OSS) location.

Other Tariffed Services

As used for Expanded Interconnection in Section 17, this denotes specific rate elements of Tariff F.C.C. No. 3, offered by the Company, which may be interconnected to Customer Transport Facilities using Special Access Expanded Interconnection. Such rate elements are specified in Section 17.7.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Overlap Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

Packet

A continuous sequence of binary digits of information which is switched through the network as an integral unit. Consists of customer data, facilities and addressing/signaling information.

Pay Telephone

The term "Pay Telephone" denotes coin or coinless instruments and related facilities that are available for use by the general public for public convenience and necessity.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Permanent Virtual Circuit (PVC)

A virtual circuit through the packet network that is established at service installation and is available on a permanent basis. No call establishment or call termination is associated with a Permanent Virtual Circuit. The PVC feature may be available across X.75 interfaces.

Personal Identification Number (PIN)

A Personal Identification Number (PIN) is a confidential four-digit code number provided to a calling card customer to protect against the unauthorized use of their calling card number. The PIN is stored in the LIDB for those accounts that have an associated calling card.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes a point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building, or a portion of a building in a multitenant building, or buildings on continuous property (except Railroad Right-of-Way, etc.), not separated by a public highway.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Primary Exchange Carrier

The term "Primary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's first point of switching (i.e., dial tone office for FGA) is located.

Protocol

A set of rules governing the format to be followed when transmitting information between communicating devices.

Query

A query is a request for specific information generated by a computer processor and sent to a data base, with a predefined set of responses expected.

Radio Common Carriers (RCCs)

The term "Radio Common Carriers (RCCs)" denotes carriers which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations.

Recipient Switch

The term "Recipient Switch" denotes any end office switch that serves Directory Numbers (DN) within a number portable NXX that is not originally assigned to the switch. Customers assigned a DN within the indicated NXX that were working out of a switch other than the one originally designated are said to have ported their number to this recipient switch.

Regional Service Management System/Number Portability Administration Center

The term "Regional Number Portability Administration Center" denotes the third party administered database which maintains the information on all ported numbers in the Telephone Company's region.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Release Message

Denotes an SS7 message sent in either direction to indicate that a specific circuit is being released.

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Response

A Response is one response from a set of predefined expected responses to a request for information contained in a query from a computer processor.

Responsible Organization

The term "Responsible Organization" denotes that entity which is responsible for the management and administration of a Toll Free Code (TFC) service record in the TFC Service Management System.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Reverse Charge Blocking

The capability to deny reverse charge (collect) calls from other network users.

Secondary Exchange Carrier

The term "Secondary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's end user's end office is located and where the customer's first point of switching is provided by a Primary Exchange Carrier who is not the same Exchange Carrier as the Secondary Exchange Carrier.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Segment

A portion of a packet, defined by the Company as 16 bytes of user data.

Service Control Point

A Service Control Point (SCP) is a transaction processor based system that provides a network interface to various data base services.

Service Switching Point

An end office or tandem switch equipped with the signaling link hardware and software that can perform the Signal Point functions. In addition, SSPs can identify the need for application software in processing a Common Channel Signaling/ Signaling System 7 call and request and respond to call processing instructions issued by a Service Control Point.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signal Transfer Point (STP)

The term "Signal Transfer Point" denotes a packet switch which provides CCS network access and performs CCS message routing and screening.

Signaling System 7 (SS7)

The term "Signaling system 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Single Line Business Customer

The term "Single Line Business Customer" denotes an End User who pays for an End User Common Line at a rate that is not described as a residential rate in the Telephone Company's Local Exchange Service tariffs and who does not obtain more than one such line from the same Telephone Company.

Special Order

The term "Special Order" denotes an order for a Directory Assistance Service.

Statistical Multiplexing

The term "Statistical Multiplexing" denotes a multiplexing technique that differs from simple multiplexing in that the share of the available transmission bandwidth allocated to a given user varies dynamically. In other words, in statistical multiplexing, a channel is only assigned to communicating devices (voice, modem, etc.) when they actually have data to send or receive.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Switch Termination

A line port on a central office based packet switch.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Synchronous

A method of transmission in which information being transmitted over a line is controlled by a timing device.

Synchronous Optical Network (SONET)

The term "Synchronous Optical Network" denotes a North American standard for synchronous optical networks providing transmission rates from 51.84 Mbps. SONET uses a 51.84 Mbps STS-1 signal as the basic building block. Higher rate signals are available in direct multiples of STS-1.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Synchronous Transport Signal - Level (STS1)

The term "Synchronous Transport Signal - Level" denotes a 51.84 Mbps signal that is the electrical equivalent of the SONET optical based signal OC1. An STS1 can carry a DS3 or 28 DS1s when specifically formatted. However, individual DS1s within a DS3 are not accessible within SONET and their performance cannot be guaranteed for this reason. These DS1s may be accessed using the Special Access DS3 to DS1 multiplexing optional service.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes switched access transport from the access tandem to an end office subtending that tandem. Tandem-switched transport consists of circuits used in common by multiple access customers from the tandem to the end office.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer premises to an end user premises.

Throughput Class

The attainable data rate (bits per second) on packet switched data calls.

Toll Free Code (TFC)

The term "Toll Free Code" denotes a three-digit Numbering Plan Area (NPA) or Area Code that is specifically assigned by the telecommunications industry for use by Telecommunications Service Providers in the provision of telephone numbers that, unlike traditional telephone numbers and calls, when dialed are toll free to the originating caller. The specific codes assigned and used, or reserved for use, for this purpose are 800, 822, 833, 844, 855, 866, 877, and 888.

Toll Free Code Service Management System

The term "Toll Free Code Service Management System" (TFC SMS) denotes the main operations support system used to create and update TFC service records in the national TFC data base.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Toll Free Code (TFC) Service Provider

The term "Toll Free Code (TFC) Service Provider" denotes a telecommunications company, including local exchange carriers and interexchange carriers, or a reseller of exchange or interexchange services that offers TFC service to end users.

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (i.e., a central office switch).

Unbundled Network Elements (UNEs)

The term "Unbundled Network Elements" denotes the physical facilities of the network, including the associated features, functions and capabilities, that may be used in the provision of a telecommunications service, made available pursuant to Section 251 of the Telecommunications Act of 1996.

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V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Virtual Circuit

A communications connection that allows transmission of sequenced data packets through the network. The connection is made up of Logical Channels at the originating and terminating ends of the call as well as intra-network facilities. Transmission bandwidth is only allocated when packets are actually being transmitted.

WATS Serving Office

The term "WATS Serving Office" denotes a telephone company designated serving wire center where switching, screening and/or recording functions are performed.

Window Size

The number of outgoing packets that may be sent before confirmation is received indicating that the previous packets have been successfully received.

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2.6 Definitions (Cont'd)

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

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