

TC Systems, Inc.  
P.S.C. No. 7 -- Telephone  
Access Services  
Effective Date: May 1, 2017

Section 12  
Leaf No. 1  
Revision: 0

## 12. MISCELLANEOUS CHARGES

- 12.1 Charge Applicability (N)  
 The charges described in this Section apply to AT&T Switched Ethernet Service. (N)
- 12.2 Additional Engineering (M)  
 Additional Engineering is not an ordering option but will be applied to an order when the Company determines additional engineering is necessary to accommodate a Customer request. When additional engineering is required, the Customer will be notified and furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. (T)
- If the Customer agrees to the additional engineering, a firm order will be established. If, after being notified that additional engineering of Company facilities is required, the Customer does not want the service or facilities, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than 10%. (T)
- Additional Engineering will be provided by the Company at the request of the Customer only when: (T)
- A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR). (T)
  - Additional engineering time is incurred by the Company to engineer a Customer's request for a customized service. (T)
- The Company will notify the Customer that Additional Engineering Charges will apply before any additional engineering is undertaken. (T)
- (M)

(M) Material formerly appeared in Section 8, Leaf No. 7. (N)

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## 12. MISCELLANEOUS CHARGES

### 12.3 Additional Labor

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Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in the following.

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The Company will notify the Customer that Additional Labor Charges, as set forth in the pricing section of this Tariff, will apply before any additional labor is undertaken. Additional Labor Charges apply for each half hour or fraction thereof unless otherwise specified herein.

(T)

A call-out of Company personnel requiring Additional Labor will be charged a minimum of four (4) hours on an Overtime and/or Premium Time basis when the call-out is attributed to a Customer request/problem. However, at no time will the Customer be charged if trouble is found to be on the Company side of the demarcation point.

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Types of Additional Labor are:

(N)

- Overtime Installation is that Company installation effort outside of a normal business day.
- Stand by includes all time in excess of one-quarter (1/4) hour during which Company personnel stand by at the Customer's request.
- Testing and Maintenance with Other Service Providers: Additional testing, maintenance or repair of facilities which connect to facilities of other service providers, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.
- Other Labor: Other Labor is that additional labor not included in the preceding items, including but not limited to, labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Tariff.

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"Basic Time", "Overtime" and "Premium Time" are defined as follows:

- Basic Time - Work related efforts of the Company performed during a normal business day, 8:00 a.m. – 5:00 p.m., Monday through Friday.
- Overtime - Work related efforts of the Company performed outside of a normal business day (Monday through Friday), and on Saturdays.
- Premium Time - Work related efforts of the Company performed on Sundays and/or holidays.

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(T)

(M) (T)

(M) Material formerly appeared in Section 8, Leaf No. 7 and 8.

(N)

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## 12. MISCELLANEOUS CHARGES

12.4	Testing	(M)(T)
	Additional Cooperative Acceptance Testing and Nonscheduled Testing are testing services available to Customers.	(N) (N)
	<u>Additional Cooperative Acceptance Testing (ACAT)</u>	(M)
	When a Customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, the Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing. At the Customer's request, the Company will provide a technician at the Customer's premises or at the end user premises.	(T) (T)
	<u>Nonscheduled Testing (NST)</u>	
	When a Customer provides a technician at its premises with suitable test equipment to perform the required tests, the Company will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the Customer's request, the Company will provide a technician at the Customer's premises.	(T) (T)(D) (D)
	When the Customer subscribes to testing services, the Customer shall make the facilities to be tested available to the Company at times mutually agreed upon.	(M)(T)
12.5	Order Charges	(M)
	An Order Charge (also known as an Administrative Charge) applies, per order, for the installation, addition, change, rearrangement or move of services provided in this Tariff (in addition to other applicable service charges), including the following situations:	(T) (T)
	- An Order Charge will apply per order when a Customer elects to have existing services billed under a payment plan or elects to renew/re-term a payment plan.	(T) (C)
	- An Order Charge will apply per order for order cancellations.	(M)
	An Order Charge will not apply in the following situations:	(N)
	- Non-chargeable administrative changes where so specified in this Tariff.	(M)
	- Where another charge applies to a particular type of change (such as Service Date Change Charge or Service Date Dispatch Change Charge).	(N) (N)
(M)	Material formerly appeared in Section 8, Leaf No. 9 and 10.	(N)

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12. MISCELLANEOUS CHARGES

12.6 Design Change Charge (M)

A. Reserved for Future Use (N)

B. AT&T Switched Ethernet Service (N)

The Customer may request a design change to an order for AT&T Switched Ethernet Service. A design change is any change to an Order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of port configuration, type of channel interface, type of Class of Service or Committed Information Rate or technical specification package. Design changes do not include a change of Customer premises, end user premises, Ethernet serving switch, port speed, or port speed type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. (M)(T)

The Company will review the requested change and notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If a change of service date is required, the Service Date Change Charge will also apply. (T)

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. (M)(D)

(M) Material formerly appeared in Section 8, Leaf No. 10. (N)

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## 12. MISCELLANEOUS CHARGES

- 12.7 Service Date Change Charge/Dispatch Charge (M)
- A. Reserved for Future Use (N)
- B. AT&T Switched Ethernet Service (N)
- If a Customer is unable to accept service on the original due date, the Customer may issue one or more supplements to an order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, the Company will accordingly delay the start of service and the Customer will incur a Service Date Change Charge. The first supplement to the order must be received by the Company on or before 30 calendar days after the original due date. (M)
- If a Customer issues a supplement to an order to extend the original due date but is unable to accept service within 121 calendar days after the original due date, one of the following will apply:
- If service has not been fully provisioned, the Company will cancel the order on the 121st calendar day after the original due date and the charges specified will apply, or (T)
  - If service has been fully provisioned, the Company will begin billing for the service on the 121st calendar day after the original due date. (T)
- If a Customer is unable to accept service within 31 calendar days after the original due date, and the Company has not received a supplement to the order to extend the due date within 30 calendar days after the original due date, one of the following will apply:
- If service has not been fully provisioned, the Company will cancel the order on the 31st calendar day after the original due date and charges specified will apply, or (T)
  - If service has been fully provisioned, the Company will begin billing for the service on the 31st calendar day after the original due date. (T)
- C. Dispatch Charges (N)
- If a Company technician is dispatched to the Customer's premises on the scheduled service date and the Customer is not ready to accept service or the Customer has failed to notify the Company before 3:00 PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Charge will apply, in addition to the Service Date Change Dispatch Charge. (N)
- (M) Material formerly appeared in Section 8, Leaf No. 11. (N)

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## 12. MISCELLANEOUS CHARGES

### 12.8 Cancellation Charges

A Customer may cancel an order for the installation of service at any time prior to notification by the Company that service is available for the Customer's use. The Cancellation Date is the date the Company receives written notice from the Customer that the order is to be cancelled. When a Customer cancels an order (or a part of an order) for associated service, applicable cancellation charges will be assessed, even when nonrecurring installation charges would otherwise be waived.

#### A. Reserved for Future Use

#### B. AT&T Switched Ethernet Service

Applicable cancellation charges will be calculated based on the number of calendar days between the Company's receipt of the order and the Cancellation Date. A cancellation charge will apply on a per Port Connection basis as shown in the Price List.

#### C. When Cancellation Charges Do Not Apply

Cancellations Charges do not apply:

- When a Customer cancels an order for the termination of existing service.
- If the Company misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotion), the Customer may cancel the order without incurring cancellation charges.
- If the Customer cancels a network reconfiguration order (e.g., move, change or disconnect).
- If an order is cancelled because the Customer does not agree to pay applicable Special Construction charges as described in Section 2.10.

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(M) Material formerly appeared in Section 8, Leaf No. 11.1.

(N)

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12. MISCELLANEOUS CHARGES

12.9 Expedites

- A. Reserved for Future Use
- B. Reserved for Future Use

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(D)

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12. MISCELLANEOUS CHARGES

12.10 Billing

Bills for the associated service are rendered for each Access Customer Name Abbreviation (ACNA), by Customer type (access or local), by bill period and by Revenue Accounting Office (RAO). Both a primary bill and a secondary bill are available to the Customer. Primary and secondary bills are transmitted to the Customer's designated billing address according to the type of media selected by the Customer.

Charges for the associated service billing are located in the Price List section of this Tariff.

- Primary Bill

The Primary Bill is provided in paper format.

- Secondary Bill

At the Customer's request, a secondary bill, in addition to the Customer's primary bill, will be provided. Charges for the provision of a secondary bill are set forth in the Price List.

The secondary bill will contain the same detail billing data as a primary bill and may be requested in paper format.

Up to 19 (nineteen) additional copies of the secondary bill may be requested and each copy may utilize a different billing address. The billing address selected by the Customer for secondary bills may be different from, or the same as, the billing address selected for the Customer's primary bill.

Standard Bill Periods for the associated service are on the 5th, 15th and 25th of the month.

The Customer has the option to select a bill period other than the standard bill periods listed above.

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(M) Material formerly appeared in Section 8, Leaf No. 31.

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