

BROADBAND VIDEO SERVICES

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600 Hidden Ridge, Irving, Texas 75038

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5. MISCELLANEOUS5.1 Repair Provisions

Repair requests for Telephone Company owned equipment used in providing service shall be completed as soon as reasonably possible, including weekends and holidays.

The Telephone Company shall employ and have on duty that number of service personnel which is sufficient to handle normal out-of-service calls. The aforementioned personnel shall be available (either on-the-job or on call) on holidays and weekends.

There will be no charge to the customer for any maintenance and/or repair work to the Telephone Company's video transport system, either when the problem is reported by the customer or when the problem is identified by the Telephone Company as part of its ongoing maintenance.

The customer shall notify the Telephone Company of any interruption of service upon ascertaining that it is not caused by any action or omission within the control of the customer or its subscribers. Once the problem has been identified as existing in the Telephone Company's video transport system and appropriate information to assist the Telephone Company in responding to the problem has been provided, the Telephone Company shall acknowledge the repair call and notify the customer of the date and time the repair is to be completed.

The Telephone Company shall provide repair contact number(s) to the customer for purposes of responding to the customer's requests for repair as set forth in.

Whenever it is necessary for the Telephone Company to interrupt service for the purpose of maintenance, alteration or repair, the Telephone Company shall immediately notify the customer so it may notify the affected subscribers, unless the interruption is unforeseen or the repair immediately necessary.

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5. MISCELLANEOUS (Cont'd)5.2 Maintenance Charge

The customer shall be responsible for payment of a Maintenance of Service Charge when the Telephone Company dispatches personnel to the customer's location and the trouble is in equipment or communication systems provided by other than the Telephone Company.

Failure of Telephone Company personnel to find trouble in Telephone Company facilities will not result in a charge if the trouble is actually in those facilities, but not discovered at the time. No credit allowance will be applicable for the interruption involved, unless the trouble is found in the Telephone Company's facilities.

The Maintenance of Service Charge time period will begin when Telephone Company personnel are dispatched. This will only include the actual time required to reach the customer's location and perform an investigation. The time period will end when the investigation is finished. The labor charge as set forth in 5.3.6 will apply on an hourly basis or portion thereof to Maintenance of Service at the appropriate Basic, Overtime or Premium rate. These charges apply when the trouble is in the equipment provided by other than the Telephone Company.

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5. MISCELLANEOUS (Cont'd)5.3 Additional Labor

Additional Labor is that labor requested by the customer on a given Broadband Video service and agreed to by the Telephone Company as set forth in 5.3.1 through 5.3.5 following. The Telephone Company will notify the customer that Additional Labor charges as set forth in 5.3.6 following will apply before any Additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the customer or parties on whose behalf it acts.

5.3.1 Overtime Installation (USOC - ALH)

Overtime installation is that Telephone Company installation effort outside the business day. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Telephone Company approved holidays. The Telephone Company will provide, upon request, a list of the applicable holidays on which premium time rates would apply.

5.3.2 Overtime Repair (USOC - ALH)

Overtime repair is Telephone Company repair which could have been performed during the normal business day, but that is delayed at the specific request of the customer to a later time period which is outside the normal business day or to a weekend day or holiday. The request will result in the application of overtime rates anytime outside the business day and all day Saturday. Premium time rates will apply on Sunday and Telephone Company approved holidays. These rates, as set forth in Section 5.3.6 following, will only apply when there is a delay of repair at the request of the customer to the time periods stated above.

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5. MISCELLANEOUS (Cont'd)5.3 Additional Labor (Cont'd)5.3.3 Additional Installation Testing (USOC - ALH)

Additional installation testing is that testing performed by the Telephone Company at the time of installation which is in addition to normal pre-service and acceptance testing.

5.3.4 Standby (USOC - ALT)

Standby includes all time in excess of one-half (1/2) hour during which Telephone Company personnel are available to make coordinated tests on a given Broadband Video service. The standby charge applies only when Telephone Company personnel must wait more than 30 minutes beyond a prearranged, mutually agreed appointment time. Standby charges will cease when testing begins, or when Telephone Company personnel are released from the standby requirement, or when testing is rescheduled for a later date or time. Charges will not be applicable if Telephone Company personnel cause the delay.

5.3.5 Testing and Maintenance with Other Telephone Companies
(USOC - ALK)

Additional testing, maintenance, or repair of facilities which connect to facilities of other telephone companies, is that labor which is in addition to normal effort required to test, maintain, or repair facilities provided solely by the Telephone Company.

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5. MISCELLANEOUS (Cont'd)5.3 Additional Labor (Cont'd)5.3.6 Charges for Additional Labor

Applied per hour or portion thereof:

(USOC)	<u>Basic Charge</u> (ALH)	<u>Overtime Charge</u> (ALH)	<u>Premium Charge</u> (ALH)
	(ALK) (ALT)	(ALK) (ALT)	(ALK) (ALT)
Jurisdiction			
California	\$36.06	\$46.60	\$57.13
Florida	30.51	39.46	48.41
Illinois	31.05	39.45	47.85
Indiana	36.47	45.17	53.87
Iowa	37.16	45.44	53.72
Kentucky	36.83	45.15	53.47
Michigan	35.52	44.21	52.90
Minnesota	37.30	45.63	53.96
Missouri	37.30	45.63	53.96
Ohio	34.28	42.57	50.86
Pennsylvania	36.76	45.47	54.18
South Carolina	35.06	43.28	51.50
Texas	41.30	49.68	58.06
Virginia	42.11	51.37	60.63
Wisconsin	34.18	42.41	50.64

(X)

(X)

(x) Grandfathered as of October 6, 1998.

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5. MISCELLANEOUS (Cont'd)5.4 Additional Testing – WVT

For WVT, after the acceptance testing of WVT service is completed, if the customer requests the same tests be performed at a later date as a result of a maintenance action or a suspected discrepancy in the signal quality or bandwidth capability, the Telephone Company will perform the tests in accordance with established procedures. The Telephone Company will use customer provided signals at the HCDL(s) to perform additional testing.

The Additional Testing Charge time period for WVT will begin when Telephone Company personnel are dispatched. This will only include the actual time required to reach the customer's location and perform the testing. The time period will end when the testing is finished. The labor charge as set forth in 5.4.1 will apply on an hourly basis or portion thereof when the trouble is in the equipment provided by other than the Telephone Company. If the customer requests full bandwidth testing, the labor charges set forth in 5.4.2 will apply.

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5. MISCELLANEOUS (Cont'd)5.4 Additional Testing – WVT (Cont'd)5.4.1 Additional Testing Charge - WVT

(USOC)	<u>Charge</u> (UAHAX)	
<u>Jurisdiction</u>		
California	\$90.15	
Florida	76.28	
Illinois	73.35	(X)
Indiana	78.52	
Iowa	85.65	
Kentucky	86.31	
Michigan	78.43	
Minnesota	85.79	
Missouri	85.79	
Ohio	76.25	
Pennsylvania	78.77	
South Carolina	84.54	
Texas	88.61	
Virginia	91.59	
Wisconsin	76.91	(X)
(X) Grandfathered as of October 6, 1998.		

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5. MISCELLANEOUS (Cont'd)5.4 Additional Testing – WVT (Cont'd)5.4.2 Additional Testing/Full Bandwidth Test - WVT

(USOC)	<u>Charge</u> (UAH1X)
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Jurisdiction

California	\$3,950
Florida	3,950
Illinois	3,950
Indiana	3,950
Iowa	3,950
Kentucky	3,950
Michigan	3,950
Minnesota	3,950
Missouri	3,950
Ohio	3,950
Pennsylvania	3,950
South Carolina	3,950
Texas	3,950
Virginia	3,950
Wisconsin	3,950

(X)

(X)

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