

ACCESS SERVICE  
CHECKSHEET

Title Pages 1 and 2 and Pages 1 through 20-86 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1 contain all changes from the original Tariff that are in effect on the date hereof.

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Title 1	1st	4-9	3rd	6-167	1st
1	<b>39th *</b>	4-10	11th	6-168	1st
1.01	<b>6th *</b>	5-21	1st	6-169	1st
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7	1st	6-22	1st	6-174	1st
8	1st	6-46	1st	6-175	1st
12	1 <sup>st</sup>	6-47	1st	6-176	1st
13	1st	6-48	1st	6-177	1st
17	1st	6-49	1st	7-1	1st
17.1	Original	6-50	1st	7-2	1st
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2-13.1	Original	6-55	1st	7-124	1st
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3-9	1st	6-112	1st	7-140	1st
3-10	1st	6-121	1st	7-141	1st
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7-184	1st	7-217	2nd	7-244	2 <sup>nd</sup>
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7-184.2	Original	7-219	1st	7-246	2 <sup>nd</sup>
7-185	2nd	7-220	1st	7-247	2 <sup>nd</sup>
7-186	4th	7-221	2nd	7-248	2 <sup>nd</sup>
7-187	Original	7-222	2nd	7-249	2 <sup>nd</sup>
7-188	1st	7-223	1st	7-249.1	Original
7-189	Original	7-224	1st	7-250	2 <sup>nd</sup>
7-190	Original	7-225	5th	7-250.1	Original
7-191	Original	7-225.1	Original	7-250.2	Original
7-192	Original	7-226	1st	7-251	2 <sup>nd</sup>
7-193	Original	7-227	Original	7-251.0	Original
7-194	Original	7-228	1st	7-251.0.1	Original
7-195	Original	7-228.0	Original	7-251.0.2	Original
7-196	Original	7-228.1	Original	7-251.1	Original
7-196.0	<b>Original *</b>	7-228.2	Original	7-251.2	Original
7-196.1	1st	7-228.3	1st	7-251.3	Original
7-196.2	Original	7-228.3.1	Original	7-251.4	Original
7-196.3	<b>1st *</b>	7-228.4	Original	7-251.5	Original
7-196.3.1	<b>Original *</b>	7-228.5	Original	7-251.6	Original
7-196.3.2	<b>Original *</b>	7-228.6	1st	7-251.7	Original
7-196.4	Original	7-228.7	Original	7-251.8	Original
7-196.5	Original	7-229	2nd	7-251.9	Original
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7-198	1st	7-231	2nd	7-251.11.1	Original
7-199	1st	7-231.1	Original	7-251.12	Original
7-200	1st	7-232	2nd	7-251.12.1	Original
7-201	1st	7-233	1st	7-251.12.2	Original
7-202	1st	7-234	2nd	7-251.13	Original
7-202.1	1st	7-234.1	Original	7-251.13.1	Original
7-202.2	1st	7-235	2nd	7-251.13.2	Original
7-202.3	Original	7-236	1st	7-251.13.3	Original
7-203	Original	7-237	2nd	7-251.14	Original
7-204	Original	7-237.1	Original	7-251.15	Original
7-205	Original	7-237.2	Original	7-251.16	Original
7-206	Original	7-237.3	Original	7-251.17	Original
7-207	Original	7-238	2nd	7-251.18	Original
7-208	Original	7-239	2nd	7-251.19	Original
7-209	Original	7-240	2nd	7-251.20	Original
7-210	3rd	7-241	2nd	7-251.21	Original
7-211	Original	7-242	2nd	7-251.22	Original
7-212	Original	7-243	2nd	7-251.23	Original
7-213	Original			7-251.24	Original
7-214	Original			7-251.24.1	Original
7-215	Original			7-251.25	Original
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## ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.15 Ethernet Virtual Private Line (Cont'd)7.15.2 Rate Regulations (Cont'd)(C) Term Discount Plan (Cont'd)(5) Termination Liability - Downgrades

The customer may subsequently decrease existing speed or capacity for EVPL port connections, QoS and EVC (i.e., 100 Mbps to 50 Mbps; 1 Gbps to 100 Mbps) as low as the previously configured speed without being assessed termination liability. If the customer chooses to decrease the existing speed or capacity to a lower bandwidth than what was on the previous order prior to the expiration date of the fixed period service rate plan termination liability will apply. However, if the customer commits to a new term discount plan and if the total monthly recurring revenue of the new service is equal to or greater than 115% of the remaining value of the existing term plan, no termination liability will apply.

The customer must note on the order that the speed or capacity is being downgraded.

The new service due date must be within 30 days of the due date of the disconnection of the old service, unless the installation is delayed due to Company reasons;

New minimum service period applies to the new service,

The customer agrees to pay all outstanding recurring and nonrecurring charges (these charges will not be included in the new service pricing plan); and

Applicable nonrecurring charges apply and are the charges in effect at the time the service is changed.

Example: 5 year Term Plan: Previous Order: 1000Mb UNI Port @ \$800.00 + 50Mb EVC @ \$530/ea + Gold 50MB QoS @ \$470.00 = \$1,800.00. Total monthly recurring revenue over 5 years is \$108,000.00. Customer decreases from 50Mb EVC in month 24, to a 20Mb EVC @ \$420 and decreases to Silver 20MB QoS @ 51.00 along with original 1000MB UNI Port @ \$800.00 = \$1,271.00. The customer must commit the circuit to a new 5 year term for a total monthly recurring revenue over 5 years of \$76,260.00. The remaining value of the previous order (36 months) is \$64,800. The new 5 year commitment is greater than the required 115% of the remaining value (\$64,800) of the existing term plan, so no termination liability applies.

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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.15 Ethernet Virtual Private Line (Cont'd)7.15.2 Rate Regulations (Cont'd)(D) 7 Year Term Plans(1) General (Cont'd)(a) Upgrades

Customers who subscribe to a term discount plan (TDP) or premier term discount plan (PTDP) under 7.2.1(l) preceding or an EVPL TDP in (C) preceding may upgrade those services to an EVPL 7 year term plan without incurring termination liability charges. The time in service under the TDP, PTDP or EVPL TDP will count toward the 7 year minimum term commitment period of the 7 year term plan. For example, if a customer upgrades their PTDP after 24 months to the 7 year term plan, they will have 60 months remaining in the 7 year term plan. The customer must upgrade to a minimum circuit bandwidth capacity of 50 Mbps.

Customers may upgrade existing speed or capacity for EVPL port connections, QoS and EVC (i.e., 50 Mbps to 100 Mbps; 100 Mbps to 1 Gbps) without incurring termination liability charges and time in service under the existing EVPL service will count toward the 7 year term commitment period for the new EVPL arrangement.

(aa) Downgrades

The customer may subsequently decrease existing speed or capacity for EVPL port connections, QoS and EVC (i.e., 100 Mbps to 50 Mbps; 1 Gbps to 100 Mbps) as low as the previously configured speed without being assessed termination liability. If the customer chooses to decrease the existing speed or capacity to a lower bandwidth than what was on the previous order prior to the expiration date of the fixed period service rate plan termination liability will apply. However, if the total monthly recurring revenue of the new service is equal to or greater than 115% of the remaining value of the existing term plan, no termination liability will apply.

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7. Special Access Service (Cont'd)

(N)

7.15 Rate Regulations (Cont'd)7.15.2 Ethernet Virtual Private Line (Cont'd)(D) 7 Year Term Plans (Cont'd)(1) General (Cont'd)(aa) Downgrades (Cont'd)

The customer must note on the order that the speed or capacity is being downgraded.

The new service due date must be within 30 days of the due date of the disconnection of the old service, unless the installation is delayed due to Company reasons;

New minimum service period applies to the new service,

The customer agrees to pay all outstanding recurring and nonrecurring charges (these charges will not be included in the new service pricing plan); and

Applicable nonrecurring charges apply and are the charges in effect at the time the service is changed.

Example: 7 year High Volume Plan: Previous Order: 1000Mb UNI Port @ \$3,726.00 + 4 – 100Mb EVCs @ \$25/ea = \$3,826.00. Total monthly recurring revenue over 7 years is \$321,384.00. Customer decreases from 1000Mb port in month 24, to a 700Mb UNI Port @ \$3,145 + 4 – 100Mb EVCs @ \$25/ea = \$3,245.00. The customer must commit the circuit to a new 7 year term for a total monthly recurring revenue over 7 years of \$272,580. The remaining value of the previous order (60 months) is \$229,560. The new 7 year commitment is greater than the required 115% of the remaining value (\$229,560) of the existing term plan, so no termination liability applies.

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7. Special Access Service (Cont'd)

7.15 Rate Regulations (Cont'd)

7.15.2 Ethernet Virtual Private Line (Cont'd)

(D) 7 Year Term Plans (Cont'd)

(1) General (Cont'd)

(b) Termination Liability

Except where termination liability is waived as set forth in this section, if during the term of the 7 year term plan the customer disconnects an EVPL arrangement prior to the expiration of the 7 year minimum commitment period, termination liability charges will apply as follows:

- (aa) an amount equal to 100% of monthly recurring charges for each EVPL arrangement disconnected for the months remaining for year 1 of the 7 year term commitment period of the 7 year term plan, if any, plus

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