

ACCESS SERVICE

CHECK SHEET

Title Pages 1 to 4 and Pages 1 through 25-3 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1(N) contain all changes from the original Tariff that are in effect on the date hereof.

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7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.19 Revenue Volume Discount Plan (Cont'd)(C) Commitment Period

At any time while on the RVDP, the customer may add or delete circuits as business dictates. These changes may increase or decrease the minimum monthly revenue threshold in which they fall. In these situations, the customer will receive the discount associated with the revenue threshold that is met for that month. For new special access DS1, DS3 and EVPL circuits added under the RVDP during the three (3) year commitment period, the Telephone Company will waive the nonrecurring installation charges associated with those services.

If the customer chooses to terminate their RVDP prior to the end of the three (3) year commitment period, the customer will be required to pay all nonrecurring charges originally waived upon installation of each circuit while on the RVDP, up to a maximum of \$500,000 per year the customer has been enrolled on the RVDP. The applicable nonrecurring charges for each service type can be found in other sections of this tariff. However, if the customer commits to new company provided services and if the total monthly recurring revenue of the new services are equal to or greater than 115% of the remaining value of the existing term plan, no termination liability will apply. Examples are set forth in 7.4.20 (C)(5) and 7.4.20 (D)(1)(aa) following.

Circuits to be included in the RVDP shall include only those circuits in service or ordered by the customers who are provided service by the Telephone Company for the Access Carrier Name Abbreviations (ACNAs) identified in the plan at the time the initial RVDP is established. Once the customer has completed 2 years of their initial 3 year RVDP, as a one time request only during year 3 of the RVDP, the customer may request that additional ACNAs be added to the RVDP. These ACNAs may include those circuits that the customer has gained through mergers, acquisitions or if the customer is acquired by a third party that may also be a customer of the Telephone Company. The Telephone Company reserves the right to make adjustments to the minimum monthly revenue tiers set forth in Sections 7.5.17 and 22.5.17 following at the time any additional ACNAs are added to the customer's RVDP.

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7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.20 Ethernet Virtual Private Line (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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7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.20 Ethernet Virtual Private Line (Cont'd)(D) 7 Year Term Plans (Cont'd)(1) General (Cont'd)(a) Upgrades

Customers who subscribe to a term discount plan (TDP) or premier term discount plan (PTDP) under 7.4.11 and 7.4.16 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)

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7.4 Rate Regulations (Cont'd)7.4.20 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)7.4 Rate Regulations (Cont'd)7.4.20 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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