
 ACCESS SERVICE

CHECK SHEET

Title Page 1 and Pages 1 to 29-33 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below are in effect on the date indicated.

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2. General Regulations (Cont'd)

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

(D) DS1 OPP Portability Commitment

DS1 OPP Portability Commitment provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 OPP Termination Liability, as described in 2.11.1.1 (B), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and has terms of 3-years or 5- years. The Portability Commitment cannot be renewed.

Customers may purchase Special Access DS1 service under DS1 OPP terms of 3 or 5 years and have the associated Channel Terminations count towards the CL. All installation nonrecurring charges will be billed as applicable as described in Section 2.11.1.1(A).

Following are the terms and conditions associated with the DS1 OPP Portability Commitment:

- (1) Customer commits to a 3-year or 5-year Commitment Level (CL) that is reviewed by the Telephone Company on a monthly basis. The initial monthly CL is selected by the customer, subject to a minimum level of 50 DS1 Channel Terminations. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the customer provides written notification of their participation into the program. By the effective date, the customer must issue ASRs to add DS1 channel terminations to the DS1 OPP Portability Commitment and/or convert existing DS1 channel terminations (billed Month and/or under other term pricing plans) to the DS1 OPP Portability Commitment such that the number of in-plan DS1 Channel Terminations is at least 80% of the CL; and

(C)
(C)
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(C)
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(C)
(C)
- (2) Customer must have a minimum of 40 DS1 Channel Terminations in the Portability Commitment each month and at least 80% of the CL in-plan each month; and

(C)
(C)

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2. General Regulations (Cont'd)

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

(D) DS1 OPP Portability Commitment (Cont'd)

(3) Each month, the total number of 3 and 5 Year DS1 OPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;

(a) If the total number of Channel Terminations, as calculated above, is between 80% and 124% of the CL, no other charges will apply for the previous month.

(b) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, the customer will be billed an adjustment factor equal to the lowest prevailing monthly Channel Termination charge, shown in Section 7.16.4 or Section 24.5.2.6 for a 3 or 5 year OPP plan, as applicable, multiplied by the difference between the actual number of Channel Terminations in-service and 80% of the CL. (C)

Example #1: Customer A has a CL = 1,000 Channel Terminations for the month of June, and has a 3 year plan. (C)
 Customer A must have at least 800 DS1 Channel Terminations in the Portability Commitment to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in the Portability Commitment for the month of June. The difference between 80% of the CL (800) and the actual in-plan total (795) is 5 Channel Terminations. (C)
 Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the lowest prevailing monthly Channel Termination rate for a 3 year OPP. For (C)
 subsequent months, customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-plan number of Channel Terminations that are (C)
 below 80% of the CL (multiplied) by the lowest prevailing monthly 3 year OPP Channel Termination rate, until 80% of the CL is met. (C)

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2. General Regulations (Cont'd)

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

(D) DS1 OPP Portability Commitment (Cont'd)

(3) (Cont'd)

- (c) If the total number of in-plan DS1 Channel Terminations, as calculated above, is greater than 124% of the CL, the customer will be billed an adjustment factor equal to the lowest prevailing monthly Channel Termination rate, shown in Section 7.16.4 or Section 24.5.2.6 for a 3 or 5 year plan, as applicable, multiplied by the difference between the actual number of Channel Terminations in-plan and 124% of the CL. (C)

EXAMPLE #2: Customer B has a CL of 500 Channel Terminations and has a 5 year plan. In month 5 of the commitment, Customer B has 650 Channel Terminations in the Portability Commitment. Customer B has exceeded the CL by more than the 124% threshold (620). Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620) multiplied by the lowest prevailing monthly Channel Termination rate for a 5 year OPP. For subsequent months, Customer B will continue to be charged the Lowest prevailing monthly Channel Termination rate multiplied by the difference between the actual number of Channel Terminations in- service and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold. (C)

- (4) Customers may increase the CL at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a customer increases the CL. However, an adjustment factor will not be billed if notice to increase the CL is provided to the Telephone Company within the calendar month following a reported adjustment, and the CL increase is sufficient that the number of in-service rate elements does not exceed 124% of the new CL. For instance, in Example #2 above, if the Customer increases the CL from 500 to 525 before the end of month 6, the adjustment factor applicable to month 5 will not be billed because the actual in-service volume (650) is less than or equal to the new 124% threshold (651).

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2. General Regulations (Cont'd)

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

(D) DS1 OPP Portability Commitment (Cont'd)

- (5) If the customer elects to terminate the DS1 OPP Portability Commitment or elects to decrease the CL prior to the 3-year or 5-year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations multiplied by the lowest prevailing monthly DS1 recurring Channel Termination rate for the applicable plan (3 year or 5 year), multiplied by the number of months remaining in the term of the Portability Commitment. (C)

EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In Month 10 of the 36-month Portability Commitment, Customer C elects to Decrease the CL by 50 Channel Terminations. The Terminations Liability Associated with the decrease is equal to:

(50 Channel Terminations) X (26 months remaining) X (lowest prevailing 3 year OPP monthly recurring DS1 Channel Termination Rate) (C)

(E) Additions of Service

When a customer with an existing OPP wishes to increase the number of services of the same type between the same two locations, it has the following options:

- (1) Subscribe to the additional services under standard rates.
- (2) Subscribe to the additional services under a separate OPP at the then effective OPP rate.
- (3) Cancel the existing OPP and include both the existing and the additional services under a new OPP for a commitment period equal to or longer than the original period. No termination charges apply to such cancellation.