

ACCESS SERVICE
CHECKSHEET

Title Page 1 and Pages 1 to 20-100, 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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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.3 Moves (Cont'd)(B) Moves To a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

7.2.4 Minimum Periods

The minimum service period for all services except part-time Program Audio Service and DS3 High Capacity Service is one month and the full monthly rate will apply to the first month. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period are as set forth in 2.4.1(F) preceding. The minimum service period for part-time Program Audio Service is a continuous 24-hour period, not limited to a calendar day. **Effective May 16, 2019, the minimum service period for DS3 High Capacity Service is one months. Prior to May 16, 2019, the minimum service period for DS3 High Capacity Service was twelve months.**

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8 Optional Rate Plans

Effective May 16, 2019 the following Optional Rate Plans will be grandfathered until the expiration date of the current term. Term renewals will not be offered on these plans going forward as of this effective date. Upon expiration of the current term, rates will revert to month-to-month.

(N)

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There are two Optional Rate Plans: High Capacity Optional Rate Plan and Fixed Rate Term Plan.

(T)

(A) High Capacity Optional Rate Plan [1]

The High Capacity Zone Density Plan rates for Special Access Non-Competitive End User Channel Terminations (EUCTs) subject to Section 203 of the Communications Act are filed in this tariff. Other Business Data Service rates included in this plan are not subject to Section 203 and are provided outside of this tariff.

The High Capacity Optional Rate Plan offers a Term Discount. The Term Discount plan applies to Non-Competitive End User Channel Terminations (EUCT) found in this tariff combined with detariffed competitive Business Data Services to complete a DS1 or DS3 High Capacity Special Access circuit service. The Non-Competitive EUCT monthly rates set forth in Section 17.3.8(A) following for such services are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the service commitment period selected by the customer. The Term Discount percentages for High Capacity Non-Competitive EUCT are set forth in 17.3.8(C) following.

[1] Effective May 16, 2019 the High Capacity Optional Rate Plan will be grandfathered until the expiration date of the current term. Term renewals will not be offered on these plans going forward as of this effective date. Upon expiration of the current term, rates will revert to month-to-month.

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8 Optional Rate Plans (Cont'd)(A) High Capacity Optional Rate Plan [1] (Cont'd)

(T)

Discounts for the Term Discount plan are only applied to High Capacity circuit service provided to a customer within the same state and LATA by the same Company.

The minimum service period on a monthly rate basis is one month for DS1 service and twelve months for DS3 service.

(1) Term Discounts

DS1 and DS3 High Capacity Special Access Non-Competitive End User Channel Termination (EUCT) may be ordered at the customer's option on a monthly rate basis or for Term Discount periods of 36 months (3 years) or 60 months (5 years).

The minimum service period for all Term Discount plans is twelve months. The customer must specify the length of the service commitment period at the time the service is ordered.

For customers that subscribe to the Term Discount plan for 36 or 60 months, the Term Discount percentages as set forth in 17.3.8 following will be frozen from Company initiated decreases, for the entire discount period at the percent in effect at the beginning of the Term Discount period.

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8 Optional Rate Plans (Cont'd)(A) High Capacity Optional Rate Plan [1] (Cont'd)

(T)

(1) Term Discounts (Cont'd)

If a Term Discount Percentage increase occurs during the term of an existing Term Discount plan, the increased percentage will be applied automatically to the remainder of the current Term Discount period.

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates.

To be included in a Term Discount plan, all eligible High Capacity circuit rate elements must be ordered for the same commitment term (i.e., all 36 months or all 60 months) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to-month basis unless the discount period of the entire service is upgraded.

Eligible DS1 or DS3 High Capacity recurring rate elements are those Non-Competitive End User Channel Terminations (EUCT) and other competitive rate elements which comprise the circuit provided to a customer within the same state and LATA by the same Company. DS3 nonrecurring charges are also eligible for discounts. As long as the number of DS1s or DS3s included in a Term Discount plan remains constant, customer requests to install and disconnect DS1 or DS3 services, including changes affecting different wire centers and/or customer designated premises, will not change the current Term Discount period or the minimum service period, and Discontinuance of Service charges as set forth in (c) following will not apply.

[1] Effective May 16, 2019 the High Capacity Optional Rate Plan will be grandfathered until the expiration date of the current term. Term renewals will not be offered on these plans going forward as of this effective date. Upon expiration of the current term, rates will revert to month-to-month.

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8 Optional Rate Plans (Cont'd)(A) High Capacity Optional Rate Plan [1] (Cont'd)

(T)

(1) Term Discounts (Cont'd)(a) Upgrades in Term Discounts

Services provided under monthly rates or Term Discount rates may be upgraded to a Term Discount plan at any time without incurring Non-Competitive End User Channel Termination (EUCT) nonrecurring charges or discontinuance charges for existing services. The new Term Discount plan must meet or exceed the service term of the plan being upgraded. For example, a service with a 36 month commitment period may be upgraded to a new 36 month, or 60 month service period. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all High Capacity Service that is upgraded.

(b) Upgrades in Capacity (DS1 to DS3)

If the customer chooses to upgrade a service under the Term Discount rate plan to a higher capacity (i.e., DS1 to DS3), discontinuance charges will not apply, provided all the following conditions are met:

- the customer's order for the disconnect of the existing DS1 Service and the installation of the new DS3 Service are received at the same time and specifically reference the application of upgrade in capacity,
- the customer's disconnect order for the existing DS1 Service must reference the DS3 Service installation order,
- the new service has a total voice equivalent channel capacity greater than the total voice equivalent channel capacity of the service being discontinued and,

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8 Optional Rate Plans (Cont'd)(A) High Capacity Optional Rate Plan [1] (Cont'd)

(T)

(1) Term Discounts (Cont'd)(b) Upgrades in Capacity (DS1 to DS3) (Cont'd)

- the new Term Discount period meets or exceeds the Term Discount period being discontinued.

A new minimum service period applies to all upgrades. Non-Competitive End User Channel Termination (EUCT) nonrecurring charges for an equivalent channel capacity of the existing services being upgraded to the higher speed service will not be assessed. For example, 30 DS1 Services are being upgraded to DS3 Service. A capacity of 3 is installed at the customer's request. A total of 2 DS3 channel rate elements will be installed without Non-Competitive EUCT nonrecurring charges being assessed, as it will require 2 DS3 Services to provide the equivalent channel capacity of the existing services. Non-Competitive EUCT nonrecurring charges will not apply to the upgraded lower speed services placed on the higher speed service if requested at the same time as the upgrade request. Non-Competitive EUCT nonrecurring charges will apply for capacity that exceeds the existing equivalent channel capacity.

Should the customer choose to upgrade either a portion of or the entire DS1 Service under the Term Discount plan to a DS3 Service and move the service to a new customer location(s) within the same state and LATA, and when service is provided by the same company, discontinuance charges will not apply.

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8 Optional Rate Plans (Cont'd)(A) High Capacity Optional Rate Plan [1] (Cont'd)

(T)

(1) Term Discounts (Cont'd)(c) Discontinuance of Service

If the customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period. Additionally, discontinuance charges of fifteen percent for DS1 service, and fifty percent for DS3 service, of the total undiscounted monthly charges will apply to the remaining portion of the discount service term.

Should the customer choose to discontinue service ordered under a Term Discount plan after the minimum service period but before the completion of the discount period, discontinuance charges will apply. Discontinuance charges of fifteen percent for DS1 Service and fifty percent for DS3 Service, of the total undiscounted monthly charges will apply to the remaining portion of the discount period. For example, a customer has a DS1 Service which it chooses to discontinue after 33 months into a 60-month service term. The discontinuance charge would be 0.15 times 27 months times the undiscounted monthly rates for that service.

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8. Optional Rate Plans (Cont'd)(D) Fixed Rate Term Plan [1]

(T)

(1) Addition of DS3 Non-Competitive End User Channel Termination (EUCT)

When the customer requests the addition of a DS3 Non-Competitive EUCT during the 7 year term of the FRTP, the new DS3 Non-Competitive EUCT will be established as a new FRTP and begin in month one of the 7 year term commitment period.

(2) Replacing a Committed DS3 Non-Competitive EUCT

A FRTP customer may disconnect a committed DS3 Non-Competitive EUCT prior to the end of their existing 7 year term commitment period and replace it with one or more newly installed committed DS3 Non-Competitive EUCT without incurring any termination liability charges.

A replacement of a DS3 Non-Competitive EUCT must meet the following conditions:

- the customer commits to retain the replacement committed DS3 Non-Competitive EUCT in service at the same bandwidth capacity for the remaining 7 year term commitment period; and
- the customer submits the orders for the disconnection of the existing DS3 and the installation of the new DS3 at the same time.

(3) Upgrades

Special Access DS3 Non-Competitive EUCT, provided under a High Capacity Optional Rate Plan in (A) preceding, may upgrade to a FRTP without incurring termination liability charges. The DS3 Non-Competitive EUCT upgraded will begin in month one of the FRTP at the monthly rates and discount percentage in effect at the time of the upgrade.

[1] Effective May 16, 2019 the Fixed Rate Term Plan will be grandfathered until the expiration date of the current term. Term renewals will not be offered on these plans going forward as of this effective date. Upon expiration of the current term, rates will revert to month-to-month.

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7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8. Optional Rate Plans (Cont'd)(D) Fixed Rate Term Plan [1] (Cont'd)

(T)

(3) Upgrades (Cont'd)

When a customer upgrades a DS3 service being billed FRTP rates to an Ethernet Transport (ET) or Ethernet Virtual Private Line (EVPL) service offered by the Company, the customer must commit to ET for periods of one (1), three (3) or five (5) years or an EVPL Term Discount Plan for periods of one (1), two (2), three (3) or five (5) years or an EVPL Fixed Rate Term Plan for a period of seven (7) years. Termination liability charges will not apply to upgrades if the ET or EVPL commitment period is equal to the existing DS3 FRTP commitment period.

When a disconnect order for a DS3 Non-Competitive End User Channel Termination (EUCT) is submitted to the Company, the customer must note on the disconnect order that the DS3 Non-Competitive EUCT to be disconnected is being or has been upgraded to ET or EVPL service.

(4) Termination Liability

If during the term of the FRTP the customer disconnects a DS3 Non-Competitive EUCT prior to the 7 year minimum commitment period, termination liability charges will apply as follows:

- (a) an amount equal to 100% of monthly recurring charges for each DS3 Non-Competitive EUCT disconnected for the months remaining for year 1 of the 7 year term commitment period of the FRTP, if any, plus
- (b) an amount equal to 50% of the monthly recurring charges for each DS3 Non-Competitive EUCT disconnected for the months remaining for year 2 through year 5 of the 7 year term commitment period of the FRTP, if any, plus
- (c) an amount equal to 20% of monthly recurring charges for each DS3 Non-Competitive EUCT disconnected for the months remaining for year 6 through year 7 of the 7 year term commitment period of the FRTP.

[1] Effective May 16, 2019 the Fixed Rate Term Plan will be grandfathered until the expiration date of the current term. Term renewals will not be offered on these plans going forward as of this effective date. Upon expiration of the current term, rates will revert to month-to-month.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.8. Optional Rate Plans (Cont'd)(D) Fixed Rate Term Plan [1] (Cont'd)(4) Termination Liability (Cont'd)

The following example illustrates how the Company will calculate the applicable termination liability charges.

Example:

A customer disconnects a DS3 Non-Competitive End User Channel Termination (EUCT) committed to the FRTP in month 20 of the 7 year minimum term commitment period. Using an illustrative monthly discounted rate of \$2,000.00, the Company would bill the customer termination liability charges totaling \$49,600.00

$$\$2,000.00 @ 50\% = \$1,000.00 \times 40 \text{ months} = \$40,000.00$$

$$\$2,000.00 @ 20\% = \$400.00 \times 24 \text{ months} = \$9,600.00$$

$$\$40,000 + \$9,600.00 = \$49,600.00$$

[1] Effective May 16, 2019 the Fixed Rate Term Plan will be grandfathered until the expiration date of the current term. Term renewals will not be offered on these plans going forward as of this effective date. Upon expiration of the current term, rates will revert to month-to-month.

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17. Rates and Charges – Gallatin River Communications, LLC (Cont'd)17.3 Special Access Service (Cont'd)17.3.8 High Capacity Service (Cont'd)

(C)	<u>Term Discounts [1]</u>	<u>Monthly Rate</u>	<u>Nonrecurring</u>	(T)
	DS1 services			
	36 months	10%	0%	
	60 months	20%	0%	
	DS3 services			
	36 months	10%	50%	
	60 months	20%	100%	
(D)	<u>Optional Features and Functions</u>			
(1)	Reserved For Future Use			

[1] Effective May 16, 2019 the Optional Rate Plans will be grandfathered until the expiration date of the current term. Term renewals will not be offered on these plans going forward as of this effective date. Upon expiration of the current term, rates will revert to month-to-month.

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