

ACCESS SERVICE
CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 17-100, 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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3	1st	2-12	1st	2-34	Original	3-11	Original
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11	2nd	2-18.2	Original	2-42	1st	3-19	1st
12	Original	2-18.3	Original	2-43	1st	3-20	1st
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17-1.3	Original	17-34.12.0	1st	17-34.34.7	1st
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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 Non-Competitive End User Channel Terminations (EUCTs) and DS3 High Capacity Non-Competitive EUCTs are 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 Non-Competitive EUCT is one month. Prior to May 16, 2019, the minimum service period for DS3 High Capacity Non-Competitive EUCT 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 (Cont'd)

(B) High Capacity Optional Rate Plan

Effective May 16, 2019 the following High Capacity Optional Payment 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.

(N)
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(N)

The High Capacity Optional Rate 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 Special Access rates included in this plan are not subject to Section 203 and are provided outside of this tariff.

The Term Discount plan applies to Special Access DS1 and DS3 High Capacity Service Channel Termination, Channel Mileage Facility and Channel Mileage Termination monthly rates, as set forth following. The current monthly rates 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 Service are as set forth in 17.5.8(C) following.

Discounts for the Term Discount plan are only applied to High Capacity 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 Service 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 percentage as set forth in 17.5.8(C) 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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(M) – Material moved to Page 7-40.

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7. Special Access Service (Cont'd)

7.2 Rate Regulations (Cont'd)

7.2.8 Optional Rate Plans (Cont'd)

(B) 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.

(M)

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.

(M)

To be included in a Service Term Discount plan, all eligible High Capacity 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 rate elements are those Channel Terminations, Channel Mileage Facility and Channel Mileage Terminations provided to a customer within the same state and LATA by the same Telephone Company. 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 (3) 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)

(B) 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 Channel Termination 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,
- the new Term Discount Period meets or exceeds the Term Discount period being discontinued.

[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)(B) High Capacity Optional Rate Plan [1] (Cont'd)

(T)

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

A new minimum service period applies to all upgrades. Channel Termination 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 existing DS1 Services are being upgraded to DS3 Service at the customer's request. A total of 2 DS3 Services will be installed without Channel Termination nonrecurring charges being assessed, as it will require 2 DS3 Services to provide the equivalent channel capacity of the existing services. Channel Termination 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. Channel Termination 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 telephone company, discontinuance charges 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)

(B) 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 100% of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period. Additionally, discontinuance charges of 15% for DS1 service, and 50% 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 15% for DS1 Service, and 50% 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.

[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)

(B) High Capacity Optional Rate Plan [1] (Cont'd)

(T)

(1) Term Discounts (Cont'd)

(d) The Company will waive the early discontinuance charge specified in Section 7.2.8(B)(1)(c) provided the customer maintains, in service, at least 90 percent of the interstate and intrastate circuits of a particular service type. The early discontinuance charge will be determined as follows.

- (1) On July 1 of each year, the Company will count the total number of circuits (intrastate and interstate) for each service type (e.g., DS1, DS3) in service by a customer. This will be the base circuit count for the next annual period, i.e. July 1 through June 30.
- (2) Each time a circuit subject to an interstate early discontinuance charge is terminated, the Company will do the following:
 - (a) Count the number of intrastate and interstate circuits of the circuit type remaining in service.
 - (b) If the number remaining in service is below 90 percent of the base circuit count an early discontinuance charge will apply to each interstate circuit below the 90 percent base that is being discontinued.
- (3) As an example, if a customer has 100 DS-1 intrastate and interstate circuits on July 1 and discontinues 5 interstate circuits during the following twelve month period, all early discontinuance charges will be waived. If, on the other hand, the customer discontinues 12 interstate circuits during the same period, the discontinuance charge will be waived with respect to the first 10 circuits, but the charge will apply to the eleventh and twelfth discontinued circuit.
- (4) This waiver provision will not apply to any customer that did not have any intrastate or interstate circuits on July 1 of the preceding annual period.

[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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17. Rates and Charges (Cont'd)

17.5 Special Access Service (Cont'd)

17.5.8 High Capacity Service

Regulations concerning High Capacity Service are set forth in 7.9 preceding.

		<u>Monthly Rate</u>	
(A)	<u>Non-Competitive End User Channel Termination (EUCT)</u> Per Termination		
	DS1 (1.544 Mbps)	\$51.44	
	DS3 (44.736 Mbps)	\$505.80 (R)	
	Per Mile, Over 3 Miles		
	DS1	N/A	
	DS3	N/A	
(B)	Reserved For Future Use		
(C)	<u>Term Discount [1]</u> DS1 and DS3 Service	<u>Percentage</u>	(T)
	36 Months	10%	
	60 Months	20%	

[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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