

ACCESS SERVICE

CHECK SHEET

Title Page 1 and Pages 1 to 23-8 inclusive of this tariff, including Supplement No. 1, 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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7. Special Access Service (Cont'd)**7.2 Rate Categories, Applications and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)****(D) Nonrecurring Charge**

Nonrecurring charges are one-time charges that apply for installation of Special Access Services, installation of optional features and functions, and moves and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation of service are applied per Circuit Termination.

For individual noncapacity DS3 service, the nonrecurring charge for each installation will apply at the same rate per DS3 Circuit Termination.

Customers subscribing to the Fractional T1 OPP arrangements, at rates set forth in 7.11.5(A), will not be assessed a nonrecurring charge.

The Regulations in Section 7.2.1(D)(3) will apply to FT1 OPP customers when required for charges and other service rearrangements.

(2) Installation of Optional Features and Functions

Nonrecurring charges apply for the installation of some of the optional features and functions available with Special Access Service. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of the service.

The optional features for which non-recurring charges apply are:

- Voice Grade Data Capability
- Voice Grade Telephoto Capability
- Program Audio Gain Conditioning
- Program Audio Stereo
- DS3 Premises Multiplexer

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7. Special Access Service (Cont'd)**7.2 Rate Categories, Applications and Regulations (Cont'd)****7.2.6 DS3 High Capacity***

- (A) A DS3 (44.736Mbps) High Capacity Circuit Termination may be ordered as an Individual System. A Circuit Termination may be ordered with an electrical or optical interface. (D)

DS3 Circuit Terminations are non-distance sensitive and are provided on a protected basis.

Individual System

An Individual System is a single DS3 between a CDL and the serving wire center. The appropriate NRC is applied per Circuit Termination.

Circuit Mileage rate elements are applied per Circuit Termination when mileage between offices is required. In instances when a Circuit Termination is ordered to a second CDL in conjunction with an Individual System Circuit Termination and Circuit Mileage between offices is required Circuit Mileage rate elements are applied per circuit.

Banded Circuit Mileage rate elements are applied to certain DS3 Services that are provided under a National Discount Plan as specified in Section 22.1.6 following.

* DS3 High Capacity service may be provided between service areas shown under 7.1.10, where facilities and conditions permit.

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- 7. Special Access Service (Cont'd)
 - 7.2 Rate Categories, Applications and Regulations (Cont'd)
 - 7.2.6 DS3 High Capacity (Cont'd)

(D)

(D)

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7. Special Access Service (Cont'd)7.2 Rate Categories, Applications and Regulations (Cont'd)7.2.6 DS3 High Capacity (Cont'd)(B) Minimum Service Periods#

DS3 service is offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. Each DS3 Circuit Termination of a two-point DS3 service must have the same minimum service period. (D)

The minimum service periods for Special Access DS3 Service and Special Access DS1 Service that are included in a National Discount Plan are set forth in Section 22.1.8 following

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower recurring rates associated with a longer minimum service period. When the customer selects this option, the customer will receive full credit for the amount of time the service was provided under the shorter minimum service period. For example, if a customer, who initially ordered DS3 service under a one-year minimum service period, after six months decides to select the three year minimum service period, the customer will have a remaining obligation period of 30 months. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

(C) Expiration of Service Periods#

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, billing will remain at the current service period and a new DS3 service period will begin based on the previously effective service period. All terms and conditions, including subsequent Termination Liabilities will apply to the new DS3 Period.

Effective November 19, 2021, DS3 Minimum Service Periods, as previously defined, are no longer permitted. DS3 Service Period rates in effect as of November 19, 2021 may continue the existing term but will not be eligible to extend, renew, reenroll in, convert to a new term period, or in any other way continue their existing plan beyond its current expiration. At expiration of the commitment term, service will be converted to the Month to Month Rate. If at any time an existing customer terminates its DS3 Service Period the customer may not re-subscribe to the rate.

(D)

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7. Special Access Service (Cont'd)7.2 Rate Categories, Applications and Regulations (Cont'd)7.2.6 DS3 High Capacity (Cont'd)(C) Expiration of Service Periods# (Cont'd)

Customers with expired service periods for the Individual System DS3s, prior to the effective date of this tariff offering will have up to 180 days to select a new commitment service period. If the customer does not select a new service period within 180 days of the effective date of this tariff, billing will remain at the current service period and a new DS3 minimum service period will begin based on the last service period. The beginning date of the new service period will be the date immediately following the expiration date of the expired service period. (D)

(D) Discontinuance Without Liability - DS3 Minimum Service Period#

Rates for DS3 service may vary during the minimum service period; however, should the recurring charges for a customer's DS3 service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at their option, terminate the DS3 service without penalty or liability.

The customer may cancel the minimum service period of a DS3 Service that is provided under this Section 7.2.6 in order to subscribe such DS3 Service to the NDP as set forth in Section 22 following.

The customer may cancel the minimum service period of a DS3 Service that is provided under this Section 7.2.6 in order to replace the DS3 Service with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

Service Offer is limited. See Footnote on page 7-44.

(D)

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7. Special Access Service (Cont'd)7.2 Rate Categories, Applications and Regulations (Cont'd)7.2.6 DS3 High Capacity (Cont'd)(G) Upgrades(1) Reserved for Future Use

(T)

(D)

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(D)

(2) Technology Migration

A customer subscribing to DS3 High Capacity Service under a minimum service period may disconnect such DS3 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

(D)

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(D)

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7. Special Access Service (Cont'd)

7.11 High Capacity Service (Cont'd)

7.11.5 Rates and Charges (Cont'd)

- (E) Circuit Termination - High Capacity DS3 (Cont'd)
- Per Point of Termination

(D)

(D)

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7. Special Access Service (Cont'd)

7.11 High Capacity Service (Cont'd)

7.11.5 Rates and Charges (Cont'd)

- (E) Circuit Termination - High Capacity DS3 (Cont'd)
- Per Point of Termination

(D)

(D)