

ILLUSTRATIVE

7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.8 TERMINATION LIABILITY AND WAIVER POLICY

B. Termination Liability (Cont'd)

The termination charge 40% applicable for VG, Video, DDS, SVDS, Digital Data Service 2-Wire, and DS1 Services excluding RCP established on or after October 19, 1999. The termination charge is 70% applicable for RCP established on or after October 19, 1999, DS3, SST, and MBSS. The 70% termination charge also applies to GeoMax fixed period service rate plans initiated on or after October 1, 2002. The termination charge is the total current monthly charges for the remaining portion of the term. For example, if a DDS customer discontinues service after completing 17 months of a 36-month term, the termination charge will be the current monthly charges for the service multiplied by 40%, multiplied by 19 months. If a DS3 customer discontinues service after completing 17 months of a 36-month term, the termination charge will be the current monthly charges for the service multiplied by 70%, multiplied by 19 months. If the customer chooses to discontinue pricing plan service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period, plus either 40% or 70% of the total monthly charges for the remaining months of the term, will apply.

(C-x-y)
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(C-x-y)

C. Waiver Policy

A waiver of the termination charge as set forth in B., preceding, may occur if the customer moves to a different location within the Company territory or migrates to another Company service (e.g., DS1 to DS3 Service, or DS1 Service to FRS, or 2.4 kbps DDS to 56 kbps, or an upgrade in DS3 capacity, or DS3 Service to a greater capacity SST, or DS3 Service to SHNS) provided all of the following conditions are met:

- The customer must agree to a new pricing plan for the new service;
- The customer must satisfy the minimum service period requirement. Should the customer choose to discontinue fixed period service prior to completion of the minimum service period, termination charges equal to 100% of the total monthly charges for the remaining months of the minimum service period, will apply;

- (x) Issued under the authority of Special Permission No. 02-XXX.
(y) Reissued matter filed under Transmittal No. 140 scheduled to become effective October 1, 2002.

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7. PRIVATE LINE TRANSPORT SERVICE

7.18 GEOMAX

7.18.3 PRICING PLANS

The customer must initially subscribe to a term plan of 36- or 60-month fixed period service rate plans. The customer must specify the length of a fixed period service rate plan at the time the service is ordered. New shelves cannot be added to the service within the 12 months prior to the termination date of the fixed period service rate plan in effect. The minimum service period for all GeoMax fixed period service rate plans is 36 months. GeoMax customers with pricing plans will not receive Company-initiated rate increases during the fixed period.

Upon completion of a fixed period service rate plan, the customer's service will automatically revert to the Month-to-Month Plan. Service provided under a Month-to-Month Plan cannot be added to or changed only upgraded to a term plan of 36- or 60-months or disconnected.

The Termination Liability and Waiver Policy will be in effect for both fixed period service rate plans initiated on or after October 1, 2002. (C-x-y)
(C-x-y)

A. Fixed Period Service Rate Plans

GeoMax rate elements are initially only available under a 36- or 60- month fixed period service rate plan and must match the Bandwidth Capacity rate plan in effect. Additional GeoMax rate elements must be ordered with the same fixed period service rate plan as the Bandwidth Capacity not to exceed the number of months remaining on the Bandwidth Capacity fixed period as set forth in 7.14.2.A, preceding:

B. Upgrades

Terms and Conditions for upgrades in GeoMax rate plans, capacity and service will apply as set forth in 7.14.2.B, preceding:

C. Termination Liability and Waiver Policy

Terms and Conditions for Termination Liability and Waiver Policy as it applies to GeoMax is set forth in 7.1.8., preceding:

(S-y)
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(S-y)

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