

ADVANCED SERVICES TARIFF

CHECK SHEET

The Title Page and Pages 1 to 84 and Supplement Nos. 1, 2 and 3 inclusive of this Tariff are effective as of the date shown.

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(Issued under Transmittal No. 16)

Issued: December 6, 2002

Effective: December 21, 2002

By:

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ADVANCED SERVICES TARIFF

SECTION 2 - REGULATIONS

2.1 Undertaking of Company

- 2.1.1** Service is furnished for interstate advanced telecommunications Services originating or terminating at specified points within the United States.
- 2.1.2** Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Tariff. In the event that Company transfers Service to an affiliate, subsidiary or assign, Company shall transfer all rights and obligations outlined in this Tariff to that affiliate, subsidiary or assign.
- 2.1.3** Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.
- 2.1.4** Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other Service providers, such as ILECs, IXCs and CLECs, necessary to complete provision or maintenance⁽¹⁾ of a Service offered in this Tariff to Customer's designated premises. This does not include charges incurred by Company from other Service providers to provide Services to Customer on an expedited basis.
- 2.1.5** Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other Service providers, such as ILECs, IXCs and CLECs, if Customer cancels an order prior to the Company committed Service date.
- 2.1.6** Services are provided 24 hours daily, seven days per week except as set forth in other sections of this Tariff.
- 2.1.7** Company shall be responsible for the installation, operation and maintenance of the Services under this Tariff.
- 2.1.8** Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services provided under this Tariff. Invasive testing may result in interruptions of Service.
- 2.1.9** Facilities utilized by Company to provide Service under the provisions of this Tariff shall remain the property of the Company.
- 2.1.10** Company does not warrant that its facilities and Services meet standards other than those set forth in this Tariff, specifically referenced industry standards or in network change notifications issued in compliance with Federal Rules and Regulations.

(N)(X)
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(N)(X)

(1) Services purchased under Term Pricing Plans prior to June 1, 2002 will not be billed maintenance of Service charges Company incurs on Customer's behalf from other Service providers.

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

(Issued under Transmittal No. 16)

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 ADVANCED SERVICES TARIFF

SECTION 2 – REGULATIONS (Continued)

(T)(X)

2.14 Taxes (Continued)

2.14.6 With respect to any Tax or Tax controversy covered by this section, Customer will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. Customer will be entitled to the benefit of any refund or recovery resulting from such a contest.

2.14.7 Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of Customer to pay any Tax. Nothing shall prevent Company from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills Customer for such Tax or (2) it collects the Tax Customer. Notwithstanding anything in this tariff to the contrary, Customer shall be liable for and Company may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

2.14.8 Federal Universal Service Fund (FUSF)

Company is required to contribute to the Federal Universal Service Fund (FUSF) to preserve and advance universal telecommunications services. For recovery of contributions paid by Company to FUSF, customers are assessed a monthly surcharge for Services purchased pursuant to this tariff. This may not be discounted.

(Sy)

2.14.8.A FUSF Surcharge – Wholesale Digital Subscriber Line (DSL) Transport*
 A monthly surcharge applies per individual line**, based on term plan selected.

Offering	M/M	1 Yr. 50-249	1 Yr. 250+	VDP 4 Yr. 750,000+
Primary	\$2.31	\$2.17	\$2.10	\$2.04
Primary +	\$2.65	\$2.44	\$2.17 (R)(X)	\$2.04
Basic I (T)(X)	\$2.65	\$2.44	\$2.24 (R)(X)	\$2.04
Basic II (T)(X)	\$2.65	\$2.44	\$2.24 (R)(X)	\$2.04
Basic +	\$3.39	\$3.12	\$3.05	\$2.92
Symmetric	\$5.09	\$4.75	\$4.68	\$4.41
Premium I (T)(X)	\$6.72	\$6.11	\$6.04	\$5.77
Premium II (T)(X)	\$6.72	\$6.11	\$6.04	\$5.77
Premium +	\$9.43	\$8.82	\$8.75	\$8.48

* Wholesale DSL Transport purchased from grandfathered contracts, as outlined in Section 2.11.1, is exempt from FUSF surcharge for the duration of the current contract agreement.

** FUSF surcharges will expire June 30, 2003.

(y) Reissued material scheduled to become effective on December 21, 2002, except as noted above.

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

(Sy)

(Issued under Transmittal No. 16)

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SECTION 2 – REGULATIONS (Continued)

(T)(X)

2.14 Taxes (Continued)

2.14.8 Federal Universal Service Fund (FUSF) (Continued)

2.14.8.A FUSF Surcharge – Wholesale Digital Subscriber Line (DSL) Transport* (Continued)

(N)(X)

Offering	DSL-TPP 4 Yr. Up to 1,000 ⁽¹⁾	DSL-TPP 4 Yr. 1,001 - 9,999 ⁽¹⁾	DSL-TPP 4 Yr. 10,000 – 29,999 ⁽¹⁾	DSL-TPP 4 Yr. 30,000 – 59,999 ⁽¹⁾	DSL-TPP 4 Yr. 60,000 – 99,999 ⁽¹⁾	DSL-TPP 4 Yr. 100,000+ ⁽¹⁾
Primary	\$2.10	\$2.07	\$2.04	\$1.97	\$1.90	\$1.83
Primary +	\$2.17	\$2.14	\$2.10	\$2.04	\$1.97	\$1.90
Basic I	\$2.24	\$2.21	\$2.17	\$2.04	\$2.04	\$2.04
Basic II	\$2.24	\$2.21	\$2.17	\$2.04	\$2.04	\$2.04
Basic +	\$3.05	\$3.02	\$2.99	\$2.92	\$2.85	\$2.78
Symmetric	\$4.68	\$4.61	\$4.55	\$4.41	\$4.28	\$4.21
Premium I	\$6.04	\$5.97	\$5.90	\$5.77	\$5.63	\$5.50
Premium II	\$6.04	\$5.97	\$5.90	\$5.77	\$5.63	\$5.50
Premium +	\$8.75	\$8.69	\$8.62	\$8.48	\$8.35	\$8.21

(N)(X)

2.14.8.B FUSF Surcharge – Remote LAN Digital Subscriber Line (DSL) Transport*

(Sy)

A monthly surcharge applies per individual line**, based on term plan selected.

Offering	M/M	1 Yr. 50-249	1 Yr. 250+
Primary	\$2.99	\$2.85	\$2.78
Primary +	\$3.33	\$3.12	\$3.05
Basic I (T)(X)	\$3.33	\$3.12	\$3.05
Basic II (T)(X)	\$3.33	\$3.12	\$3.05
Basic +	\$4.41	\$4.14	\$4.07
Symmetric	\$6.51	\$6.18	\$6.11
Premium I (T)(X)	\$8.48	\$7.87	\$7.80
Premium II (T)(X)	\$8.48	\$7.87	\$7.80
Premium +	\$12.22	\$11.60	\$11.54

(Sy)

* Wholesale and Remote LAN DSL Transport purchased from grandfathered contracts, as outlined in Section 2.11.1, are exempt from FUSF surcharge for the duration of the current contract agreement.

(C)(X)
(Sy)

** FUSF surcharges will expire June 30, 2003.

(Sy)

(1) Basic I and Basic II speed offerings purchased under the 30,000-59,999 DSL-TPP, 60,000-99,999 DSL-TPP or 100,000+ DSL-TPP will be available to Customers beginning December 21, 2002 and the associated FUSF surcharges will apply. The remaining DSL-TPPs and speed offerings will be available to Customers beginning February 1, 2003, therefore, the associated DSL-TPP FUSF surcharges will only apply to DSL-TPPs signed on or after February 1, 2003.

(N)(X)

(y) Reissued material scheduled to become effective on December 21, 2002, except as noted above.

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

(N)(X)

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SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT

6.1 Service Description

6.1.1 Wholesale Digital Subscriber Line (DSL) Transport Service is a virtual session between Company's ATM network and Customer's designated End User premises utilizing asymmetrical DSL technology over a DSL Line. A DSL Line is the physical facility between the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) and the Network Interface Device (NID) located at the End User premises. Company retains ownership of the overall DSL Line. Wholesale DSL Transport Service is intended primarily for Internet Service Providers (ISPs), but may be purchased by any information service provider or carrier to connect to their End User for the purposes of providing to that End User a retail service that includes high speed DSL.

6.1.2 Company offers DSL Transport Service in several downstream/upstream operating speed combinations across its operating territory. The DSL Line provisioned by ASI from Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to an End User's NID is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 384 Kbps.

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(T)(X)

(D)(X)
| |
(D)(X)

6.1.3 "Downstream" speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to the NID located at Customer's designated End User premises. Customer's End User modem must synchronize within the range of the downstream speeds purchased in order for the End User to attain the range of speeds at their computer.

6.1.4 "Upstream" speeds represent connection speeds from the NID located at the customer's designated End User premises to Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates).

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

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SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
 (Continued)

6.1 Service Description (Continued)

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(D)(X)

6.1.5 Operating Speeds – All ASI Regions⁽¹⁾

(N)(X)

Package	Downstream Speeds	Upstream Speeds
Primary*	Up to 384Kbps	128Kbps
Primary +*	Up to 1.5Mbps	128Kbps
Basic I	384Kbps to 1.5Mbps	128Kbps
Basic II	384Kbps to 768Kbps	128Kbps
Basic +	768Kbps to 1.5Mbps	256Kbps
Premium I	1.5Mbps to 6.0Mbps	384Kbps
Premium II	1.5Mbps to 4.0Mbps	384Kbps
Premium +	4.0Mbps to 6.0Mbps	384Kbps
Symmetric	384Kbps	384Kbps

(T)(X)

(T)(X)

(T)(X)

(T)(X)

* There is no minimum downstream speed associated with Primary and Primary+ packages.

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(D)(X)

(1) Phase I and Phase II speeds have been combined and are now being offered in all ASI Regions.

(N)(X)

(N)(X)

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ADVANCED SERVICES TARIFF

SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)**6.4 Volume Commitment Plans (Continued)****6.4.3 DSL Volume Discount Plan (DSL-VDP)**

The DSL Volume Discount Plan (DSL-VDP) is a rate discount plan available with the DSL Service Arrangements as listed in 6.1.5.

(D)(X)

Volume Levels

Customer must commit to 750,000 DSL Transport Service Arrangements for a Contract period of four years. For purposes of meeting this requirement, the customer may aggregate all DSL Transport Service Arrangements. The customer must purchase at least 95% of the Committed Volume of DSL Transport Service Arrangements required in each Contract Year to avoid any Shortfall Liability. In addition, at the end of the first three months of Contract Year 3, the customer's three-month average must be at least 60% of the Committed Volume of DSL Transport Service Arrangements required at the end of Contract Year 2 to avoid any Volume Threshold Failure Liability. Customer will be assessed a penalty for failure to meet these two requirements.

Customer is required to submit a subscription order to Company that specifies that it wishes to participate in this DSL-VDP. The Committed Volume of DSL Transport Service Arrangements over four years are set forth below, together with "Shortfall Threshold" levels that will be used to calculate any Shortfall Liability.

	Contract Yr. 1	Contract Yr. 2	Contract Yr. 3	Contract Yr. 4
Shortfall Threshold	# of DSL Arrangements			
1	40,000	80,000	120,000	160,000
2	75,000	150,000	225,000	300,000
3	110,000	220,000	330,000	440,000
Committed Volume	180,000	360,000	540,000	750,000

A Contract Year (CY) is twelve (12) months in duration beginning with the date the customer's subscription order is received, except as described below. Any customer who participates in this DSL-VDP will not incur a Shortfall Liability in Contract Year 1, as described below, unless the customer fails to meet the Contract Year 1 Committed Volume of DSL Transport Service Arrangements (180,000) by the end of the 18th month following the subscription order date. In this case, the remaining three years of the DSL-VDP will be twelve months in duration.⁽¹⁾

(1) This provision only applies to existing Customers participating under a DSL-VDP prior to December 21, 2002.

(y) Reissued material scheduled to become effective on December 21, 2002.

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.
(Issued under Transmittal No. 16)

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ADVANCED SERVICES TARIFF

SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

6.4 Volume Commitment Plans (Continued)

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6.4.4 DSL Term Pricing Plan (DSL-TPP)*

The DSL Term Pricing Plan (DSL-TPP) is a four (4) year rate discount plan available with all DSL Transport Arrangements. The DSL-TPP is available in six (6) Volume Levels and provides Customers with stabilized rates for a four (4) year term period. Customer is required to acknowledge on the Service Provider Order and Profile Form that they wish to participate in DSL-TPP and identify the desired Volume Level. References to Term Pricing Plans (TPPs) in other provisions of this Tariff do not apply to DSL-TPPs unless specifically stated.

Volume Levels

The Customer's DSL-TPP Volume Level will be based on their number of in service DSL Transport Arrangements. All available DSL Transport Arrangements, regardless of speed, will count toward the Volume Levels.

Volume Level
100,000+
60,000 – 99,999
30,000 – 59,999
10,000 – 29,999
1,001 – 9,999
Up to 1000

* Basic I and Basic II speed offerings purchased under the 30,000-59,999 DSL-TPP, 60,000-99,999 DSL-TPP and 100,000+ DSL-TPP will be available to Customers beginning December 21, 2002. The remaining DSL-TPPs and speed offerings will be available to Customers beginning February 1, 2003.

(N)(X)

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SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

6.4 Volume Commitment Plans (Continued)

(N)(X)

6.4.4 DSL Term Pricing Plan (DSL-TPP) (Continued)*

Volume Levels (Continued)

Company will biannually review the number of installed DSL Transport Arrangements for all Customers, beginning with the end of the sixth month following the Customer's signing of the Service Provider Order and Profile Form. In the event the Customer's rate is changed following the biannual review, the change will take effect with the Customer's next complete billing cycle.

If at the time of the review the Customer has achieved enough DSL Transport Arrangements to advance to the next highest Volume Level, the Customer's rate for all DSL Transport Arrangements in service will convert to that of the applicable higher Volume Level in no more than 30 business days following the end of the month in which they were reviewed.

If at the time of the review it is determined that the number of DSL Transport Arrangements Customer has in service has decreased below the minimum number of in service Transport Arrangements required for their specified Volume Level, the Customer's rate for all DSL Transport Arrangements in service will convert to that of the applicable lower Volume Level in no less than 30 business days following the end of the month in which they were reviewed. Company will confirm to Customer in writing within five (5) business days of the rate conversion that such conversion has occurred.

Customer's total DSL-TPP rate (which includes the rate for the DSL Transport Arrangement and applicable FUSF surcharge) will be exempt from Company-initiated rate increases throughout the DSL-TPP service period. If the FUSF surcharge is increased during Customers DSL-TPP service period, the associated DSL-TPP rate will be decreased to maintain the aggregate rate in effect immediately prior to the FUSF surcharge change. If the FUSF surcharge is decreased during Customers DSL-TPP service period, Customers DSL-TPP rate will be increased to maintain the aggregate rate in effect immediately prior to the FUSF surcharge change.

* Basic I and Basic II speed offerings purchased under the 30,000-59,999 DSL-TPP, 60,000-99,999 DSL-TPP and 100,000+ DSL-TPP will be available to Customers beginning December 21, 2002. The remaining DSL-TPPs and speed offerings will be available to Customers beginning February 1, 2003.

(N)(X)

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ADVANCED SERVICES TARIFF**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**
(Continued)**6.4 Volume Commitment Plans (Continued)**

(N)(X)

6.4.4 DSL Term Pricing Plan (DSL-TPP) (Continued)*

If the DSL-TPP rates, terms or conditions are modified, if the DSL-TPP is withdrawn or terminated, or if other provisions of this Tariff are modified in any way, then the rates, terms and conditions in effect at the time Customer elected to participate in the DSL-TPP shall be grandfathered for the duration of Customer's existing DSL-TPP term regardless of the existence of substantial cause for such modification, withdrawal, or termination, unless such modification, withdrawal or termination is required by the Commission.

Migration from DSL-VDP to DSL-TPP

Customers with DSL Transport Arrangements purchased under DSL-VDP pursuant to the Tariff or grandfathered contract⁽¹⁾ who elect to participate in the DSL-TPP shall have those DSL Transport Arrangements migrated immediately to DSL-TPP when**:

- 1) Customer elects to participate in DSL-TPP and terminate participation in the tariffed DSL-VDP or VDP provided pursuant to grandfathered contract within 180 days of December 21, 2002; and
- 2) Customer has satisfied its obligations to pay any liabilities that result from an insufficient number of Customers under the DSL-VDP, specifically the Shortfall Liability and Volume Threshold Failure Liability outlined in Section 6.4.3, preceding.

Within five (5) business days of the migration of such DSL Transport Arrangements to the DSL-TPP, Company will confirm to Customer in writing that such migration has occurred.

DSL Transport Promotional Offerings

In the event Company provides promotional offerings or marketing/advertising incentives pursuant to the Tariff to Customers who obtain DSL Transport at prices equal to or lower than those available under the 30,000-59,999 DSL-TPP, then such offerings or incentives shall be made available to Customers participating in the DSL-TPP at the 30,000-59,999 Volume Level or higher.

* Basic I and Basic II speed offerings purchased under the 30,000-59,999 DSL-TPP, 60,000-99,999 DSL-TPP and 100,000+ DSL-TPP will be available to Customers beginning December 21, 2002. The remaining DSL-TPPs and speed offerings will be available to Customers beginning February 1, 2003.

** Election to migrate shall result in termination of tariffed DSL-VDP or VDP provided pursuant to grandfathered contract. Migrations from DSL-VDP to DSL-TPP that result in a change in rate for the DSL Transport Arrangements shall be effective when the service order has been received, however, changes and credits may take up to 90 days to be reflected on the Customer's bill.

(1) See Section 2.11.1.

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

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(N)(X)

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ADVANCED SERVICES TARIFF**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**
(Continued)**6.4 Volume Commitment Plans (Continued)**

(N)(X)

6.4.4 DSL Term Pricing Plan (DSL-TPP) (Continued)***Termination Liability**

Each DSL Transport Arrangement ordered under or migrated to the DSL-TPP shall have a minimum term commitment of one (1) year. Customer will be assessed a Termination Liability for each DSL Transport Arrangement which is terminated by the Customer prior to the expiration of the one (1) year minimum term commitment, which includes time prior to the Arrangements being migrated to DSL-TPP from DSL-VDP under tariff or grandfathered contract⁽¹⁾. The Termination Liability shall be the lesser of:

- 1) \$125.00 per DSL Transport Arrangement; or
- 2) the aggregate of the remaining monthly rates until the expiration of the one (1) year minimum term commitment for each DSL Transport Arrangement.

The Termination Liability described in this subsection will be the exclusive Customer liability for failure to meet the minimum term commitment described in this subsection.

Termination Liability applies to Customer under the following conditions:

- the Customer terminates the DSL Transport Arrangement but Customer's End User retains the associated local exchange service loop (local loop) prior to the expiration of the one (1) year minimum term commitment; or,
- prior to expiration of the one (1) year minimum term commitment, the Customer's End User moves to a Company area equipped to provide DSL Transport and does not have a DSL Transport Arrangement connected at the new address.

Termination Liability will not apply to Customers if:

- Customer's End User moves to a Company address not equipped to provide DSL Transport;
- Customer's End User moves to a Company area equipped to provide DSL Transport and the Customer continues the existing DSL Transport Arrangement; or,
- Customer terminates a DSL Transport Arrangement and the disconnect application date is within fourteen (14) calendar days after the service order completion date.

* Basic I and Basic II speed offerings purchased under the 30,000-59,999 DSL-TPP, 60,000-99,999 DSL-TPP and 100,000+ DSL-TPP will be available to Customers beginning December 21, 2002. The remaining DSL-TPPs and speed offerings will be available to Customers beginning February 1, 2003.

(1) See Section 2.11.1.

(N)(X)

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ADVANCED SERVICES TARIFF**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**
(Continued)**6.4 Volume Commitment Plans (Continued)**

(N)(X)

6.4.5 API Development

API is an interface to be deployed by Company that will simplify the Customer's ordering process for new DSL Transport Arrangements ordered after December 21, 2002. These API functionalities will provide Customer, without limitation, the ability via programmatic/automated synchronous interfaces to qualify lines; place orders; retrieve order status; disconnect Service; open, update and close trouble tickets; and retrieve trouble ticket status.

The chart below depicts the completion schedule, by functionality, for all regions:

API Functionality				
ASI-Region	Ordering API	Status API	Trouble Ticketing API	Disconnect
ASI-West	October 2002	April 2003	April 2003	April 2003
ASI-Central	October 2002	April 2003	April 2003	April 2003
ASI-North	October 2002	April 2003	April 2003	April 2003
ASI-Northeast	January 2003	April 2003	April 2003	April 2003

The Ordering, Status and Trouble Ticketing functionalities will be made available to Customers for testing and certification (i.e. released for commercial use at Customer's volumes) by the last day of the months specified above. The Disconnect functionality will be added to the Ordering API by the last day of the month specified above.

If Company fails to meet the set schedule for any API functionality, Customers participating in a Volume Commitment Plan that begin to test the API interfaces within 120 days of the functionalities becoming available will have their term period extended by a period of time equal to the period of time in which any of the above due dates were missed. For example, if Status API is not made available by Company until June 30, 2003, all Customers participating in a Volume Commitment Plan that begin to test the Status API interface within 120 days of June 30, 2003 will have their term period extended for two (2) months. If Company misses more than one (1) due date, the extension will be equal to the longest of the missed time periods.

(N)(X)

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

(Issued under Transmittal No. 16)

Issued: December 6, 2002

Effective: December 21, 2002

By:

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ADVANCED SERVICES TARIFF

SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
(Continued)

6.4 Volume Commitment Plans (Continued)

(N)(X)

6.4.6 Service Downgrade Charge

A charge applies, as specified in Section 6.6 Rates, for each DSL Transport Arrangement provided pursuant to the tariff under a DSL-VDP or DSL-TPP* in which Customer requests a downgrade in the speed offering. A Downgrade is defined as converting an existing DSL Transport Arrangement to a new DSL Transport Arrangement that results in either:

- A reduction in upstream speed;
- A reduction in downstream speed; or
- The elimination of minimum downstream speed.

The DSL Transport Speed Tier Hierarchy (from lowest to highest) is listed below:

DSL Transport Speed Tier Hierarchy
Primary
Primary+
Basic II
Basic I
Basic+
Symmetric
Premium II
Premium I
Premium+

Customers will not be charged for speed downgrades that are a result of Company's inability to provide the minimum sync rate.

* Basic I and Basic II speed offerings purchased under the 30,000-59,999 DSL-TPP, 60,000-99,999 DSL-TPP and 100,000+ DSL-TPP will be available to Customers beginning December 21, 2002. The remaining DSL-TPPs and speed offerings will be available to Customers beginning February 1, 2003.

(N)(X)

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SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
 (Continued)

6.5 Rate Elements

A monthly rate applies, based upon the speed of the connections.

6.6 Rates – All ASI Regions⁽¹⁾

(N)(X)

(D)(X)

(D)(X)

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250+ **	VDP 4 Yr. 750,000+	NRC*
Primary	Up to 384Kbps	128Kbps	\$31.69 (Sy)	\$29.83 (Sy)	\$28.90 (Sy)	\$27.96 (Sy)	\$50
Primary +	Up to 1.5Mbps	128Kbps	\$36.35 (Sy)	\$33.56 (Sy)	\$29.83 (R)(X)	\$27.96 (Sy)	\$50
Basic I (T)(X)	384Kbps to 1.5Mbps	128Kbps	\$36.35 (Sy)	\$33.56 (Sy)	\$30.76 (R)(X)	\$27.96 (Sy)	\$50
Basic II (T)(X)	384Kbps to 768Kbps	128Kbps	\$36.35 (Sy)	\$33.56 (Sy)	\$30.76 (R)(X)	\$27.96 (Sy)	\$50
Basic +	768Kbps to 1.5Mbps	256Kbps	\$46.61 (Sy)	\$42.88 (Sy)	\$41.95 (Sy)	\$40.08 (Sy)	\$50
Symmetric	384Kbps	384Kbps	\$69.91 (Sy)	\$65.25 (Sy)	\$64.32 (Sy)	\$60.59 (Sy)	\$50
Premium I (T)(X)	1.5Mbps to 6.0Mbps	384Kbps	\$92.28 (Sy)	\$83.89 (Sy)	\$82.96 (Sy)	\$79.23 (Sy)	\$50
Premium II (T)(X)	1.5Mbps to 4.0Mbps	384Kbps	\$92.28 (Sy)	\$83.89 (Sy)	\$82.96 (Sy)	\$79.23 (Sy)	\$50
Premium +	4.0Mbps to 6.0Mbps	384Kbps	\$129.57 (Sy)	\$121.18 (Sy)	\$120.25 (Sy)	\$116.52 (Sy)	\$50

* Service Activation charge will be waived when Company receives the Service order through its electronic ordering system.

** The rate changes for Primary +, Basic I and Basic II offerings will be effective with Customer's next complete billing cycle following December 21, 2002.

(N)(X)

(N)(X)

(1) Phase I and Phase II speeds have been combined and are now being offered in all ASI Regions.

(N)(X)

(y) Reissued material scheduled to become effective on December 21, 2002.

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

(Issued under Transmittal No. 16)

Issued: December 6, 2002

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ADVANCED SERVICES TARIFF**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**
(Continued)**6.6 Rates – All ASI Regions⁽¹⁾ (Continued)**

(N)(X)

Offering	Down-stream Speeds	Upstream Speeds	DSL-TPP 4 Yr. Up to 1,000**	DSL-TPP 4 Yr. 1,001 - 9,999**	DSL-TPP 4 Yr. 10,000 – 29,999**	DSL-TPP 4 Yr. 30,000 – 59,999**	DSL-TPP 4 Yr. 60,000 – 99,999**	DSL-TPP 4 Yr. 100,000+**	NRC*
Primary	Up to 384Kbps	128Kbps	\$28.90	\$28.43	\$27.96	\$27.03	\$26.10	\$25.17	\$50
Primary +	Up to 1.5Mbps	128Kbps	\$29.83	\$29.36	\$28.90	\$27.96	\$27.03	\$26.10	\$50
Basic I	384Kbps to 1.5Mbps	128Kbps	\$30.76	\$30.29	\$29.83	\$27.96	\$27.96	\$27.96	\$50
Basic II	384Kbps to 768Kbps	128Kbps	\$30.76	\$30.29	\$29.83	\$27.96	\$27.96	\$27.96	\$50
Basic +	768Kbps to 1.5Mbps	256Kbps	\$41.95	\$41.48	\$41.01	\$40.08	\$39.15	\$38.22	\$50
Symmetric	384Kbps	384Kbps	\$64.32	\$63.39	\$62.45	\$60.59	\$58.72	\$57.79	\$50
Premium I	1.5Mbps to 6.0Mbps	384Kbps	\$82.96	\$82.03	\$81.10	\$79.23	\$77.37	\$75.50	\$50
Premium II	1.5Mbps to 4.0Mbps	384Kbps	\$82.96	\$82.03	\$81.10	\$79.23	\$77.37	\$75.50	\$50
Premium +	4.0Mbps to 6.0Mbps	384Kbps	\$120.25	\$119.31	\$118.38	\$116.52	\$114.65	\$112.79	\$50

* Service Activation charge will be waived when Company receives the Service order through its electronic ordering system.

Additional Charges	NRC
Service Downgrade Charge – per arrangement	\$50

** Basic I and Basic II speed offerings purchased under the 30,000-59,999 DSL-TPP, 60,000-99,999 DSL-TPP and 100,000+ DSL-TPP will be available to Customers beginning December 21, 2002. The remaining DSL-TPPs and speed offerings will be available to Customers beginning February 1, 2003.

(1) Phase I and Phase II speeds have been combined and are now offered in all ASI Regions.

(N)(X)

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

(Issued under Transmittal No. 16)

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ADVANCED SERVICES TARIFF**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT****7.1 Service Description**

7.1.1 Remote LAN (R-LAN) Digital Subscriber Line (DSL) Transport Service is a service provided to businesses with a Local Area Network (LAN) which enables the business to allow access to its LAN remotely. This service is purchased by businesses to meet their own administrative telecommunications needs, and is not used as a means to facilitate the sale of another service which is not a telecommunications service (e.g. information service). Examples of this service are corporate work-from-home and remote office applications, as well as remote learning applications for academic institutions. The business purchasing the R-LAN DSL is the Customer, and the Customer must authorize each End User that it desires to have connected to the R-LAN DSL service (“Authorized R-LAN End User”). R-LAN DSL establishes a virtual session between the designated premises of each Authorized R-LAN End User and Company’s ATM network utilizing asymmetrical DSL technology over a DSL Line. A DSL Line is the physical facility between the Company’s DSLAM (or remote terminal where a remote terminal has been installed by Company’s vendors or affiliates) and the Network Interface Device (NID) located at the Authorized R-LAN End User premises. Company retains ownership of the overall DSL Line. RLAN-DSL Transport Service is for retail customers only for their own consumption and may not be used as a wholesale input used to provide another retail offering, such as high-speed Internet service.

7.1.2 Company offers R-LAN DSL Transport Service in several downstream/upstream operating speed combinations across its operating territory. The R-LAN DSL Line provisioned by ASI between Company’s DSLAM (or remote terminal where a remote terminal has been installed by Company’s vendors or affiliates) to an Authorized R-LAN End User’s NID is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 384 Kbps.

(D)(X)

(D)(X)

(D)(X)

(D)(X)

7.1.3 “Downstream” speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from the Company’s DSLAM (or remote terminal where a remote terminal has been installed by Company’s vendors or affiliates) to the NID located at an Authorized R-LAN End User’s premises. Authorized R-LAN End User’s modem must synchronize within the range of the downstream speeds purchased in order for the End User to attain the range of speeds at their computer.

7.1.4 “Upstream” speeds represent connection speeds from the NID located at the Authorized R-LAN End User premises to Company’s DSLAM (or remote terminal where a remote terminal has been installed by the Company’s vendors or affiliates).

(X) Issued under authority of Special Permission No. 02-147 of the F.C.C.

(Issued under Transmittal No. 16)

Issued: December 6, 2002

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 ADVANCED SERVICES TARIFF

SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
 (Continued)

7.1 Service Description (Continued)

(D)(X)

(D)(X)

7.1.5 Operating Speeds – All ASI Regions⁽¹⁾

(N)(X)

Package	Downstream Speeds	Upstream Speeds
Primary*	Up to 384Kbps	128Kbps
Primary +*	Up to 1.5Mbps	128Kbps
Basic I (T)(X)	384Kbps to 1.5Mbps	128Kbps
Basic II (T)(X)	384Kbps to 768Kbps	128Kbps
Basic +	768Kbps to 1.5Mbps	256Kbps
Premium I (T)(X)	1.5Mbps to 6.0Mbps	384Kbps
Premium II (T)(X)	1.5Mbps to 4.0Mbps	384Kbps
Premium +	4.0Mbps to 6.0Mbps	384Kbps
Symmetric	384Kbps	384Kbps

* There is no minimum downstream speed associated with Primary and Primary+ packages.

(D)(X)

(D)(X)

(1) Phase I and Phase II speeds have been combined and are now being offered in all ASI Regions.

(N)(X)

(N)(X)

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ADVANCED SERVICES TARIFF**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**

(Continued)

7.3 Customer Support

- 7.3.1** Customer is responsible for providing all customer support to its Authorized R-LAN End Users, and all billing and ordering for its Authorized R-LAN End Users.
- 7.3.2** Customer is responsible for: (1) the terms of any pricing plans offered by Customer to its End Users; (2) the ordering, billing and collection of its own End Users; and (3) customer service for all aspects of the Service. Customer is also responsible for managing End User trouble reports and will advise its End Users to contact Customer directly with any trouble reports. Customer will not direct its End Users to contact Company.
- 7.3.3** Customer shall at all times be the customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Customer retains all responsibility for billing its End Users and for any claim an End User may make concerning unauthorized billing.

7.4 Volume Commitment

- 7.4.1** A Customer purchasing R-LAN DSL Transport has the option of a volume commitment for a one (1) year term or a month to month option.
- 7.4.2** If a Customer selects a volume commitment and does not meet the minimum number of required in service R-LAN DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability. The shortfall liability is calculated as follows:
- 7.4.2.A 50-249 Volume Commitment:** The number of in service R-LAN DSL Transport lines multiplied by \$18. In addition, Customer shall pay the month to month prices going forward until it has at least fifty (50) R-LAN DSL Transport lines in service with Company.
- 7.4.2.B 250 and Greater Volume Commitment:** The number of in service R-LAN DSL Transport lines multiplied by \$6. Customer shall also pay the “50-249” or month to month prices, as the case may be, going forward until it has reached the next volume threshold at which point the prices applicable to that new volume level shall apply.

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SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
 (Continued)

7.5 Rate Elements

A monthly rate applies, based upon the speed of the connections.

7.6 Rates – All ASI Regions⁽¹⁾

(T)(X)

(D)(X)

(D)(X)

Offering	Downstream Speeds	Upstream Speeds	M/M Rate	1 Yr. 50-249	1 Yr. 250+(C)(X)	NRC*
Primary	Up to 384Kbps	128Kbps	\$41.01 (Sy)	\$39.15 (Sy)	\$38.22 (Sy)	\$50
Primary +	Up to 1.5Mbps	128Kbps	\$45.67 (Sy)	\$42.88 (Sy)	\$41.95 (Sy)	\$50
Basic I (T)(X)	384Kbps to 1.5Mbps	128Kbps	\$45.67 (Sy)	\$42.88 (Sy)	\$41.95 (Sy)	\$50
Basic II (T)(X)	384Kbps to 768Kbps	128Kbps	\$45.67 (Sy)	\$42.88 (Sy)	\$41.95 (Sy)	\$50
Basic +	768Kbps to 1.5Mbps	256Kbps	\$60.59 (Sy)	\$56.86 (Sy)	\$55.93 (Sy)	\$50
Symmetric	384Kbps	384Kbps	\$89.49 (Sy)	\$84.82 (Sy)	\$83.89 (Sy)	\$50
Premium I (T)(X)	1.5Mbps to 6.0Mbps	384Kbps	\$116.52 (Sy)	\$108.13 (Sy)	\$107.20 (Sy)	\$50
Premium II (T)(X)	1.5Mbps to 4.0Mbps	384Kbps	\$116.52 (Sy)	\$108.13 (Sy)	\$107.20 (Sy)	\$50
Premium +	4.0Mbps to 6.0 Mbps	384Kbps	\$167.78 (Sy)	\$159.40 (Sy)	\$158.46 (Sy)	\$50

* Service Activation charge will be waived when Company receives the Service order through its electronic ordering system.

(1) Phase I and Phase II speeds have been combined and are now being offered in all ASI Regions.

(N)(X)

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