

ADVANCED SERVICES TARIFF

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SBC ADVANCED SOLUTIONS, INC.

Advanced Services are provided by means of wire, terrestrial microwave radio, optical fibers satellite circuits, or a combination thereof.

This entire tariff is initially issued under authority of Special Permission No. 01-095 of the F.C.C.

**This Base Document is being reissued under authority of Special Permission No. 03-005 of the F.C.C. to include revisions made in December 2002 which were not included in the Base Document filed on January 9, 2003.**

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By:

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San Antonio, Texas 78215

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 ADVANCED SERVICES TARIFF
 

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Tariff material filed under SBC Advanced Solutions, Inc.'s Tariff F.C.C. No. 1, Transmittal No. 11 scheduled to become effective October 8, 2002, is hereby deferred until October 22, 2002.

The tariff pages to be deferred are listed below:

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By:

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 ADVANCED SERVICES TARIFF
 

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Tariff material filed under SBC Advanced Solutions, Inc.'s Tariff F.C.C. No. 1, Transmittal No. 11 scheduled to become effective October 22, 2002, is hereby deferred until October 29, 2002. This material was originally deferred, by Supplement No. 1, from October 8, 2002 until October 22, 2002.

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 ADVANCED SERVICES TARIFF
 

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Under authority of Special Permission No. 02-133 of the Federal Communications Commission, tariff material filed under SBC Advanced Solutions, Inc.'s Tariff F.C.C. No. 1, Transmittal No. 11, scheduled to become effective October 29, 2002, is hereby deferred until November 19, 2002. This material was previously deferred, by Supplement No. 1, from October 8, 2002 until October 22, 2002 and by Supplement No. 2 from October 22, 2002 until October 29, 2002.

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29.1	Original	50.6	Original	60.6	Original
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## 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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31	Original	59.1	Original		
32	Original	60	2 <sup>nd</sup>		

\*New or Revised Page

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## ADVANCED SERVICES TARIFF

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(N)(X)

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By:

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## ADVANCED SERVICES TARIFF

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ADVANCED SERVICES TARIFF

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**TARIFF USER'S GUIDE**

**Page Numbering** - Page numbers appear in the upper right corner of each page. Pages are numbered sequentially. New pages added between existing pages already in effect will have a decimal. For example, new pages added between pages 10 and 11 would be 10.1, 10.2, etc.

**Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 2<sup>nd</sup> Revised Page 10 cancels and replaces the 1<sup>st</sup> Revised Page 10.

**Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

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**Check Page** - When a filing is made with the Federal Communications Commission ("Commission") an updated check page accompanies the filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (\*) designates all revisions made in a given filing. There shall be no other symbols used on this page if these are the only changes made. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

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By:

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ADVANCED SERVICES TARIFF

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**CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS**

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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ADVANCED SERVICES TARIFF

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**EXPLANATION OF SYMBOLS**

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below:

- (C) - Changed regulation
- (D) - Discontinued rate or regulation
- (I) - Increased rate or charge
- (M) - Moved text from one page to another without a change
- (N) - New rate or regulation
- (R) - Reduced rate or charge
- (S) - Reissued text
- (T) - Textual change but no change in rate or regulation
- (Z) - To signify a correction

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ADVANCED SERVICES TARIFF

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**REFERENCE TO OTHER TARIFFS**

No References to Other Tariffs

**REFERENCE TO OTHER PUBLICATIONS**

No References to Other Publications

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By:

John S. Habeeb – Director Regulatory  
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San Antonio, Texas 78205

## ADVANCED SERVICES TARIFF

**DEFINITION OF TERMS AND ABBREVIATIONS**

The following are definitions of generally used terms in this Tariff.

**AFFILIATE REGIONS** – Denotes the regions served by the affiliate Incumbent Local Exchange Carriers which includes Southwestern Bell Telephone Company, Ameritech, Pacific Bell Telephone Company, Nevada Bell Telephone Company and Southern New England Telephone Company.

**AMERITECH** – Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc.

**ASI REGIONS** – Refers to the geographic areas in which SBC-ASI offers services under this tariff. The geographic areas are limited to the territories served by SBC-ASI's affiliate ILECs in each state (i.e. the combined service areas of Ameritech, Southwestern Bell Telephone Company, Pacific Bell Telephone Company, Nevada Bell Telephone Company and Southern New England Telephone Company). ASI Regions are as follows:

ASI-West – California and Nevada

ASI-Central – Texas, Missouri, Oklahoma, Kansas and Arkansas

ASI-North – Illinois, Michigan, Ohio, Indiana and Wisconsin

ASI-Northeast – Connecticut.

**CLEC** – Competitive Local Exchange Carrier

**COMMITTED INFORMATION RATE** – The bit rate that the network commits to transfer data under normal conditions. Each PVC is assigned a committed information rate (CIR).

**COMPANY** – SBC Advanced Solutions, Inc., Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Wisconsin, Inc., collectively referred to as SBC Advanced Solutions, Inc. ("SBC-ASI").

**CUSTOMER** – Any person, firm, partnership, corporation or other entity who subscribes to Service under the terms and conditions of this Tariff.

**CUSTOMER DESIGNATED PREMISES** – A physical location where Company's facilities terminate to the Customer equipment or facilities.

**END USER** – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others. An End User is not an Internet Service Provider that purchases DSL Transport to provide high speed Internet Access information Services to others. For DSL Transport, the End User is the customer of the Internet Service Provider.

**ILEC** – Incumbent Local Exchange Carrier

**IXC** – Interexchange Carrier

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By:

John S. Habeeb – Director Regulatory  
SBC Advanced Solutions, Inc.  
300 Convent, 19<sup>th</sup> Floor  
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ADVANCED SERVICES TARIFF

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**DEFINITION OF TERMS AND ABBREVIATIONS** (Continued)

**LOGICAL CONNECTION** – Provides end-to-end information transfer capability from one port to another.

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**PERMANENT VIRTUAL CONNECTION** – Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route. The PVC defines the logical path from the Customer's premises through Company's ATM network to the desired destination, typically another Customer premises location. The PVC is established with the Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.

**VIRTUAL SESSION** – The active communications path between Company's ATM network and End User premises.

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 1 - APPLICATION OF TARIFF**

This Tariff contains the regulations, rates and charges applicable to the provision of interstate advanced telecommunications Services ("Services") by SBC Advanced Solutions, Inc. (hereinafter referred to as "Company") between domestic points within the United States, subject to the jurisdiction of the Commission.

This Tariff is available for public inspection during normal business hours at Company offices located at 300 Convent, 19<sup>th</sup> Floor, San Antonio, TX 78205.

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(Issued under Transmittal No. 1)

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Effective: September 10, 2001

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. (N)(X)  
(N)(X)  
(N)(X)
- 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<sup>(1)</sup> 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.

(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.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.2 Limitations of Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff. Service may not be available in some locations or in some areas.
- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff or for nonpayment by Customer.
- 2.2.3** Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4** Customer may not use Services contained herein for any unlawful purpose, however, Company is in no way obligated to monitor or police such activity.
- 2.2.5** Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.3 Limitations of Liability**

- 2.3.1** Company warrants that the Service will be installed and maintained in good working order and that the Service will perform substantially in accordance with the requirements of this Tariff.
- 2.3.2** Company's warranty does not cover repairs for damages caused by any negligence, gross negligence, or intentional acts or omissions of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the Service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 2.3.3** Company's sole liability, whether in contract or in tort (including negligence, gross negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the Service ("Service Interruption") of any kind including, but not limited to, Service Interruption alleged to be caused by defective customer-owned or provided equipment or customer premises equipment ("Customer Equipment"), even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the Service was affected.
- 2.3.4** In no event will Company be liable to Customer, under any circumstances, for indirect, incidental, special or consequential damages of any kind whatsoever including, but not limited to, lost profits, lost revenue, failure to realize expected savings and loss of data, regardless of the form of action and whether or not such damages are foreseeable.
- 2.3.5** Company shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.
- 2.3.6** Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and hold harmless Company from any third-party claims asserting such liability.
- 2.3.7** Company shall not be liable for any damages Customer may incur as a result of the unauthorized use of the Services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the Services provided by Company.
- 2.3.8** Company shall not be liable for temporary interruptions of Service that may occur as normal events in the provision of Service. Company has no control over third party networks accessed in the course of Customer's use of Service, therefore, Company shall not be liable for any delays and disruption caused by other network transmissions beyond Company's control.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.4 Force Majeure**

Company will not be liable for any loss or damage resulting from any cause beyond Company's reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by Customer, Customer Equipment or Customer Service or equipment vendors or any other cause beyond Company's.

On the occurrence of any such event and to the extent such occurrence interferes with Company's obligation under this tariff, Company will be excused from such obligations during the period of such interference, provided that Company uses all reasonable efforts available to Company to avoid or remove such causes of inability to meet such obligation.

**2.5 Law Enforcement and Civil Process**

**2.5.1** Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When Company receives a request associated with the Customer, Company will comply with any valid request, to the extent Company is able to do so. If such compliance requires the assistance of Company, such assistance will be provided.

**2.5.2** Subpoenas. If Company receives a subpoena for information concerning an End User Company knows to be Customer's End User, Company will refer the subpoena to the requesting entity indicating that Customer is the responsible company. Provided, however, if the subpoena requests records for a period of time during which Company was the End User's Service provider, Company will respond to any valid request to the extent Company is able to do so. If response requires the assistance of Customer, such assistance shall be provided by Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.6 Provision of Services**

**2.6.1** Company will provide to the Customer the Services offered in this Tariff at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort. In the event that the Customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with Company's filed Tariffs and technical references contained therein, alternative designs may be provided by Company. Additionally, Company will work with the Customer to reach an agreeable solution.

**2.6.2** The Services provided under this Tariff are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

**2.7 Operation and Maintenance****2.7.1 Maintenance of Service**

Company shall maintain the Services provided under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Company, other than by connection or disconnection to any interface means used, except with the written consent of Company.

Company reserves the right to temporarily suspend Service to allow for maintenance.

**2.7.2 Availability of Testing**

The Services provided under this Tariff shall be available to Company at times agreed upon in order to permit Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.7 Operation and Maintenance (Continued)****2.7.3 Interference or Impairment**

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Company and associated with the facilities utilized to provide Services under this Tariff shall not interfere with or impair Service over any facilities of Company, its affiliated companies or its connecting or concurring carriers involved in its Services, cause any damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Company's right to temporarily discontinue forthwith the use of a Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. In such case the condition is not promptly or adequately corrected, Company shall immediately discontinue Service.

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**SECTION 2 - REGULATIONS (Continued)****2.8 Refusal and Discontinuance of Service**

- 2.8.1** Company may refuse additional applications for Service or discontinue the provision of Services as set forth below if a Customer fails to comply with the terms of the Tariff contained herein ("Non-complying Customer").

On thirty (30) calendar days written notice by Certified U.S. Mail (return receipt requested) to the person designated by that Customer to receive such notices of noncompliance, Company may:

**2.8.1.A** Refuse additional applications for Service and/or refuse to complete any pending orders for Service by the Non-complying Customer at anytime thereafter. If Company does not refuse additional applications for Service on the date specified in the thirty (30) calendar days' notice, and the Customer's noncompliance continues, nothing contained here shall preclude Company's right to refuse additional applications for Service to the Non-complying Customer without further notice; or

**2.8.1.B** Discontinue the provision of the Services to the Non-complying Customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Company does not discontinue the provision of Services involved on the date specified in the thirty (30) calendar days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Company's right to discontinue the provision of the Services to the Non-complying Customer without further notice.

- 2.8.2** When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer. Where the companies affected by the Non-complying Customer are incapable of effecting discontinuance of Service without cooperation from the other joint providers of the Service, such other companies will, if technically feasible, assist in denying the joint Service to the Non-complying Customer. Service denial for such joint Service will only include transmission, which originate or terminate within or transit, the operating territory of the companies initiating the Service denial for the Non-complying Customer. When more than one of the joint Service providers must deny Service to effectuate termination for noncompliance, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulation of the company where the Customers end office is located shall prevail for joint Service discontinuance provisions.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.9 Use of Service****2.9.1 Assignment and Transfer of Facilities**

**2.9.1.A** The Customer may not assign, or transfer (e.g. through mergers, acquisitions, consolidations, etc.) the use of Services provided under this Tariff except, where there is no interruption of use or relocation of the Services, such assignment or transfer may be made to:

**2.9.1.A.1** Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period or Term Pricing Plan (TPP), the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or,

**2.9.1.A.2** A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period or TPP, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.

**2.9.1.B** In all cases of assignment or transfer, the written acknowledgement of Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) calendar days from the receipt of notification. The assignee or transferee (new Customer) shall provide to Company the written release of the use of such Services from the assignor or transferor (former Customer). All regulation, conditions and applicable charges, as set forth in this Tariff, shall apply to such assignee or transferee.

**2.9.1.C** The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.9 Use of Service (Continued)****2.9.2 Unlawful and Abusive Use**

- 2.9.2.A** The Services provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:
- 2.9.2.A.1** The use of the Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,
- 2.9.2.A.2** The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more Customers.
- 2.9.2.B** Company shall, upon written request from a Customer, another telecommunications company or lawful authority, terminate Service to any subscriber or Customer identified as having utilized Service provided under this Tariff in the completion of abusive or unlawful transmissions.
- 2.9.2.C** In such instances when termination occurs, Company shall be indemnified, defended and held harmless by the Customer or any other telecommunications company or party against any claim, loss or damage arising from Company's actions in terminating such Service, unless caused by the negligence of Company.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.10 Obligations of the Customer****2.10.1 Equipment, Space and Power**

The Customer shall furnish, or arrange to have furnished, to Company, at no charge, an environment conducive to the operations of equipment, as well as the space and electrical power required by Company to provide Services under this Tariff at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that Company may have access to such spaces at reasonable times for installing, testing, repairing or removing Services of Company.

**2.10.2 References to Company**

The Customer may advise End Users that certain Services are provided by Company in connection with the Service the Customer provides to End Users. However, the Customer shall not represent that Company jointly participates in the Customer's Services. Customer may not use any logo, trademark or other intellectual property right of Company without prior written permission.

**2.10.3 Damages**

The Customer shall reimburse Company for damages to Company facilities utilized to provide Services under this Tariff caused by the negligence, gross negligence or intentional act or omission of the Customer or resulting from the Customer's improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for the actions of another Customer. Upon reimbursement for damages, Company will cooperate with the Customer in prosecuting a claim against the person causing such damage. The Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

**2.10.4 Claims and Demands for Damages**

**2.10.4.A** With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and hold harmless Company from and against all claims arising out of combining with, or use in connection with, the Services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.10 Obligations of the Customer (Continued)****2.10.4 Claims and Demands for Damages (Continued)**

**2.10.4.B** The Customer shall defend, indemnify and hold harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to Company's Services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the Customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the Services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

**2.10.5 Certification of Service as Interstate**

By ordering Services contained herein, Customer certifies Service will be used solely and exclusively for traffic that is interstate in nature or for jurisdictionally mixed traffic which contains greater than 10% interstate traffic.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.11 Grandfathered Customer Contracts**

- 2.11.1** Non-affiliated Customer contracts or service agreements executed with Company prior to the effective date of this tariff ("existing contracts") are grandfathered as of the effective date of this tariff and all rates, terms and conditions contained therein remain in effect.
- 2.11.2** Customers with existing contracts containing only month to month rates, terms and conditions are on constructive notice that their service(s) will be converted to applicable month to month tariffed rates, terms and conditions ninety (90) calendar days after the effective date of this tariff.
- 2.11.3** Upon the effective date of this tariff, all contracts between Company and its affiliated Customers (including Southwestern Bell Internet Services, Inc., Pacific Bell Internet Services, Ameritech Interactive Media Services, Inc. and SNET Diversified Group, Inc.) are converted to the tariffed rates, terms and conditions contained herein, including volume and term liabilities.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.12 Payment and Billing**

- 2.12.1** Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in this tariff. Charges will commence on the date Service is made available by Company under this tariff and will continue through the date Service is disconnected.
- 2.12.2** Charges are due on the date specified on the bill ("Payment Date").
- 2.12.3** Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by such jurisdiction.
- 2.12.4** Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.12.5** If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.
- 2.12.6** If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.
- 2.12.7** The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS** (Continued)**2.13 Deposits, Advance Payments and Adjustments**

- 2.13.1** Company or its agent may require a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. Company shall pay interest on deposits pursuant to any applicable rules and regulations.
- 2.13.2** The fact that a security deposit has been made in no way relieves Customer from prompt payment of bills upon presentation.
- 2.13.3** Company may require or receive advance payment from Customer for purposes including, but not limited to, security deposit and prepayment of Service.
- 2.13.4** Company reserves the right to issue credits and adjustments to Customer.

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San Antonio, Texas 78205

ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.14 Taxes**

**2.14.1** With respect to any purchase of Service under this tariff, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from Customer by Company, then (i) Company will bill, as a separately stated item, Customer for such Tax, (ii) Customer will timely remit such Tax to Company, and (iii) Company will remit such collected Tax to the applicable taxing authority.

**2.14.2** If Company does not collect a Tax because Customer asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, which is later determined by formal action to be wrong then, as between Company and Customer, Customer will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

**2.14.3** If Company or Customer is audited by a taxing authority or other governmental entity both Company and Customer agree to reasonably cooperate with the other being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

**2.14.4** If applicable law excludes or exempts a purchase of Services under this Tariff from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to section 2.14.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

(T)(X)

**2.14.5** If applicable law excludes or exempts a purchase of Services under this tariff from a Tax, but does not also provide an exemption procedure, then Company will not collect such Tax if Customer (i) furnishes Company with a letter signed by an officer of Customer claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Company with an indemnification agreement, reasonably acceptable to Company, which holds Company harmless on an after-tax basis with respect to forbearing to collect such Tax.

(X) Issued under authority of Special Permission No. 02-025 of the F.C.C.

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By:

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San Antonio, Texas 78205

## 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.

**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)

(Sy)

(Issued under Transmittal No. 16)

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## ADVANCED SERVICES TARIFF

## 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-TTP 4 Yr. Up to 1,000 <sup>(1)</sup>	DSL-TTP 4 Yr. 1,001 - 9,999 <sup>(1)</sup>	DSL-TTP 4 Yr. 10,000 – 29,999 <sup>(1)</sup>	DSL-TTP 4 Yr. 30,000 – 59,999 <sup>(1)</sup>	DSL-TTP 4 Yr. 60,000 – 99,999 <sup>(1)</sup>	DSL-TTP 4 Yr. 100,000+ <sup>(1)</sup>
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)

\*\* FUSF surcharges will expire June 30, 2003.

(Sy)

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

(Sy)

(N)(X)

(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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## ADVANCED SERVICES TARIFF

**2.14 Taxes (Continued)**

(N)(X)

**2.14.8 Federal Universal Service Fund (FUSF) (Continued)****2.14.8.C FUSF Surcharge – Asynchronous Transfer Mode (ATM) Service\***

A monthly surcharge applies per access link and port or port only, based upon the bandwidth selected.

The rates only apply to Sections 4.5 through 4.8.\*\*

Port	Bandwidth Range	Access Link and Port***	Port Only
DS1	0 - 1.5Mbps	\$42.01	\$30.96
IMA	3Mbps - 12Mbps	\$92.23	\$67.49
DS3	1Mbps - 45Mbps	\$240.75	\$140.72
OC-3/ OC-3c	21Mbps - 149Mbps	\$354.27	\$189.96
OC-12c	599Mbps	\$903.15	\$555.69

**2.14.8.D FUSF Surcharge – Frame Relay Service\***

A monthly surcharge applies per access link and port or port only, based upon the bandwidth selected.

These rates only apply to Sections 5.5 through 5.8.\*\*

Port	Bandwidth Range	Access Link and Port***	Port Only
DS0	56Kbps - 64Kbps	\$9.38	\$4.61
Fractional DS1	128Kbps - 768Kbps	\$24.18	\$13.97
DS1	1.5Mbps	\$33.22	\$24.95
DS3	42Mbps - 45Mbps	\$338.05	\$194.13

\* FUSF surcharges will expire June 30, 2003.

\*\*Restructured ATM and Frame Relay Services provided under Term Pricing Plans (TPPs) entered prior to December 21, 2002 are exempt from the FUSF surcharge for the duration of the initial TPP term. The FUSF surcharge will apply to restructured Month-to-Month Services and restructured Services provided under a TPP signed on or after December 21, 2002, and will be billed with Customer's next complete billing cycle following the effective date of the tariff. ATM Service and Frame Relay Service provided under grandfathered contracts, as outlined in Section 2.11.1, is exempt from FUSF surcharge for the duration of the current contract agreement.

\*\*\* The ATM Service Access Link and Port rates also apply to Port/Transport and Port and Access combinations. The Frame Relay Service Access Link and Port rates also apply to Port and Access combinations.

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)****2.15 Customer Equipment**

Service may be used with or terminated in Customer Equipment. Such Customer Equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of Service, including but not limited to Customer Equipment, wiring, electrical power, and personnel. When such Customer Equipment is used, it must be compatible with Company equipment and standards used to provide Service, and shall in all respects comply with the minimum protective standards of Company.

**2.16 Interconnection**

Service furnished by Company may be connected with the Services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

**2.17 Inspection, Testing and Adjustments**

**2.17.1** Company may make such tests and inspection as may be necessary to determine whether Tariff requirements are being complied with in the installation, operation and maintenance of Customer Equipment or Company's equipment. Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

**2.17.2** The facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.

**2.17.3** Company shall not be liable to Customer for any damages for Service Interruption pursuant to this section.

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By:

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ADVANCED SERVICES TARIFF

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**SECTION 2 - REGULATIONS (Continued)**

**2.18 Provision of Service**

Services are provided only in those geographic areas where facilities exist, where Company in its discretion determined (subject to applicable law) to provide Service, and where Company is authorized to provide Services. Provision of Services offered under this Tariff is subject to availability.

**2.19 Other Rules**

Company reserves the right to discontinue Service, in whole or in part, limit Service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

(D)(X)

Company also reserves the right to modify or change the network specifications without separate notice to Customer.

In the event terms of this Tariff are changed, Customer will be on constructive notice of the change through the filing of Tariff revisions.

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(Issued under Transmittal No. 6)

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By:

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.20 Frame Relay/ATM Service Level Agreement (SLA)<sup>(1)</sup>**

(C)(X)

The Frame Relay/ATM SLA applies to Customers who sign up for two (2)\*, three (3) or five (5) year Frame Relay or ATM Service TPPs in all regions.

**2.20.1 Frame/Cell Delivery Ratio**

For Frame Relay and ATM Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided Customer-specific network at a Frame/Cell Delivery Ratio of 99.97% from ingress switch port to egress switch port during each calendar month, under normal conditions. The Frame/Cell Delivery Ratio is calculated on a LATA by LATA basis.

**2.20.1.A** Frame/Cell Delivery Ratio is calculated as the percentage of Customer-specific Frames/Cells offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for Frame Relay or within the Quality of Service parameters selected for ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

$$\text{Frame/Cell Delivery Ratio} = \frac{\text{Total Customer-specific Frame/Cells that successfully egress the network}}{\text{Total number of Customer-specific Frame/Cells offered to the network}}$$

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Frame Relay circuits used for the transmission of voice or video;
- Access Links.

**2.20.1.B** Customer is responsible for notifying Company when the Customer-specific Frame/Cell Delivery Ratio falls below 99.97% for a PVC within the calendar month. Customer must request a service credit within 45 days after the end of the calendar month when the failure occurred.

(1) The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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

\* The two (2) year TPP is available with Frame Relay Service only.

(X) Issued under authority of Special Permission No. 02-124 of the F.C.C.

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By:

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ADVANCED SERVICES TARIFF

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**SECTION 2 – REGULATIONS (Continued)****2.20 Frame Relay/ATM Service Level Agreement (SLA)\* (Continued)**

(C)(X)

**2.20.1 Frame/Cell Delivery Ratio (Continued)****2.20.1.B (Continued)**

Upon verification, by joint testing with Company and Customer, that the actual Customer-specific Frame/Cell Delivery Ratio for a PVC was less than the Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM, Company has one month to correct the problem. If after one month the Frame/Cell Delivery Ratio is still less than the Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM, Customer must notify the Company of this result and Customer will be provided a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and PVCs within the LATA that were in service during the subsequent month in which Company was below Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM.<sup>(1)</sup>

Customer shall be entitled to no more than 2 credits per year per LATA.

\* The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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

(1) Frame Relay and ATM Service purchased prior to June 1, 2002 will receive 50% of the monthly recurring charges for all Ports and PVCs within the LATA that were in service during the subsequent month in which Company was below Committed Information Rate (CIR) for Frame Relay or Quality of Service parameters for ATM.

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.20 Frame Relay/ATM Service Level Agreement (SLA)<sup>(1)</sup> (Continued)**

(C)(X)

**2.20.2 Mean Time to Repair**

For Frame Relay and ATM Services provided to Customer, Company is committed to maintaining a 4-hour maximum cumulative average repair time for all service outages each calendar month in all regions. Company is also responsible if more than 4 outages occur on any circuit during any calendar month resulting in more than 12 hours of cumulative downtime. This includes all facilities and equipment provided by Company and excluded the Network Interface Device and CPE. This applies only to those troubles reported to the Data Service Center (DSC).

**2.20.2.A** Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Mean Time To Repair:

- Force majeure as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release;
  - Tickets referred to another party.

**2.20.2.B** Customer is responsible for notifying Company of any outages that exceed the 4 hour maximum as described above, or if more than 4 recurring outages on any circuit occur during any calendar month resulting in more than 12 hours of cumulative downtime. Customer must request a service credit within 45 days of the end of the calendar month when the failure occurred.

Upon verification by Company that the actual repair time was below the committed level, Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for all affected Access Links and Ports, Ports only and PVCs for month in which outages occurred.

(1) The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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

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By:

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ADVANCED SERVICES TARIFF

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**SECTION 2 – REGULATIONS (Continued)****2.20 Frame Relay/ATM Service Level Agreement (SLA)<sup>(1)</sup> (Continued)**

(C)(X)

**2.20.3 Mean Time to Provision**

For Frame Relay and ATM Services provided to Customer, Company is committed to complete all service orders by the due date shown on the Firm Order Confirmation (FOC). In the event that Customer requests a due date different from one shown on original order, a new FOC is issued.

**2.20.3.A** The following shall be excluded from any determination of Mean Time to Provision:

- Force majeure events as outlined in Section 2.4, preceding;
- Inability by Company to test because of no-access by Customer;
- Due dates missed or rescheduled at Customer's request;
- Excludes Customer testing when Customer equipment is not installed and the Customer overall tests are not completed at due date;
- Inability by Company to test or complete the order because of failures or not-ready conditions attributed to facilities or equipment provided by another party or the Customer.

**2.20.3.B** Customer is responsible for notifying Company of any missed due dates as outlined above. The Customer must request a service credit within 45 days of the end of the calendar month when the failure occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for all Access Links and Ports, Ports only and PVCs for which the FOC due date was missed.

(1) The Frame Relay/ATM SLA only applies to Frame Relay Service offered in vintage service Sections 5.1 through 5.4 or ATM Service offered in vintage service Sections 4.1 through 4.4 purchased under a two (2), three (3) or five (5) year TPP on or before December 31, 2002.

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

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.21 Standard ATM/Frame Relay Service Level Agreement (SLA)**

(N)(X)

The Standard ATM/Frame Relay SLA applies to Customers who purchase Asynchronous Transfer Mode (ATM) offered in Sections 4.5 through 4.8 or Frame Relay Service offered in Sections 5.5 through 5.8. When Customer purchases ATM or Frame Relay Service under the Sections described above, Customer accepts the Standard ATM/Frame Relay SLA for those new ATM or Frame Relay Service elements and any existing ATM or Frame Relay Service elements provided on the same network as those new ATM or Frame Relay Service elements. The Standard ATM/Frame Relay SLA is available at no additional cost to Customer. The total amount of the Service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC. The Standard ATM/Frame Relay SLA will apply until Service is disconnected.

**2.21.1 Frame/Cell Delivery Ratio**

For ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided, Customer-specific network at a Frame/Cell Delivery Ratio of 99.99% per PVC from ingress switch port to egress switch port during each calendar month, under normal conditions.

**2.21.1.A** Frame/Cell Delivery Ratio is calculated as the percentage of Customer-specific Frames/Cells offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for Frame Relay or within the Sustained Information Rate (SIR) for ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

Frame/Cell Delivery Ratio =  $\frac{\text{Total Customer-specific Frames/Cells that successfully egress the network}}{\text{Total number of Customer-specific Frames/Cells offered to the network}}$

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

**2.21.1 Frame/Cell Delivery Ratio (Continued)****2.21.1.A (Continued)**

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- ATM Service with UBR Quality of Service;
- ATM Host-Link;
- Access failures.

**2.21.1.B** Customer is responsible for notifying Company when the Customer-specific Frame/Cell Delivery Ratio falls below 99.99% for a PVC within the calendar month. Customer must request a service credit within 45 days after the end of the calendar month in which the failure occurred.

Upon verification by Company that the actual Customer-specific Frame/Cell Delivery Ratio for a PVC was below 99.99%, Company has 30 days to correct the problem. If after 30 days the Frame/Cell Delivery Ratio is still below 99.99%, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVCs for the subsequent month in which the Customer-specific Frame/Cell Delivery Ratio was below 99.99%.

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

**2.21.2 Time to Repair**

For ATM and Frame Relay Services provided to Customer, Company is committed to maintaining a 4-hour maximum repair time per PVC, Port or Port and Access outage in all regions (or an 8-hour maximum repair time if a technician is required to be dispatched). This includes the Access and equipment when provided by Company. This applies only to those troubles reported by Customer to the Data Service Center (DSC).

**2.21.2.A** Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Time To Repair:

- Force majeure as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Network Interface Device failures;
- Customer Equipment failures
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party.

**2.21.2.B** Customer is responsible for notifying Company of any outages that exceed the 4 or 8 hour maximum as described above. Customer must request a service credit within 45 days after the failure(s) occurred.

Upon verification by Company that the actual repair time for any PVC, Port or Port and Access exceeded the 4 or 8 hour maximum described above, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVCs for month in which the outages occurred.

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

**2.21.3 Time to Provision**

For ATM and Frame Relay Services provided to Customer, Company is committed to completing all service orders by the due date shown on the Firm Order Confirmation (FOC). In the event that Customer requests a due date different from one shown on original order, a new FOC is issued and replaces the original FOC. Time to Provision includes Access and equipment when provided by Company.

**2.21.3.A** The following shall be excluded from any determination of Time to Provision:

- Force majeure events as outlined in Section 2.4, preceding;
- Inability by Company to test because of no-access by Customer;
- Customer testing when Customer Equipment is not installed and the Customer overall tests are not completed at due date;
- Due dates missed or rescheduled at Customer's request;
- Inability by Company to test or complete the order because of failures or not-ready conditions due to facilities or equipment provided by another party or the Customer.

**2.21.3.B** Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within 45 days after the missed due date occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for one month of Service for each Port and/or PVC in which the FOC due date was missed.

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

**2.21.4 Latency**

For ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining Frame/Cell delay across the Company-provided Customer-specific network according to the parameters below:

- Less than or equal to 110 milliseconds roundtrip for all Frame Relay Service;
- Less than or equal to 110 milliseconds roundtrip for ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- Less than or equal to 100 milliseconds roundtrip for ATM Service with CBR Quality of Service.

Latency is measured from ingress switch port to egress switch port during each calendar month.

**2.21.4.A** Latency is calculated as the amount of time, in milliseconds, it takes for a Frame/Cell to travel roundtrip across a PVC. If Customer has a FRATM network, the parameters for Frame Relay Service will be applied.

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- ATM Service with UBR Quality of Service;
- ATM Host-Link;
- Access failures.

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ADVANCED SERVICES TARIFF

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**SECTION 2 – REGULATIONS (Continued)****2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

**2.21.4 Latency (Continued)**

**2.21.4.B** Customer is responsible for notifying Company when the Customer-specific Frame/Cell delay falls below the committed level. Customer must request a Service credit within 45 days of the end of the calendar month when the excessive delay occurred.

Upon verification by Company that the Customer-specific Frame/Cell delay did not meet the committed level, Company has 30 days to correct the problem. If after 30 days the Frame/Cell delay is still greater than the committed level, the Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVCs for the subsequent month in which the Customer-specific Frame/Cell delay was below the committed level.

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 2 – REGULATIONS (Continued)****2.21 Standard ATM/Frame Relay Service Level Agreement (SLA) (Continued)**

(N)(X)

**2.21.5 Network Availability**

For ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining a Network Availability of 99.99% from ingress switch port to egress switch port each calendar month in all regions.

**2.21.5.A** The calculation for Network Availability for a given calendar month shall be as follows:

$$\text{Network Availability} = 1 - \frac{\text{network outage time (in hours)}}{(24 \text{ hours} \times \text{days in month} \times \text{number of Customer locations})}$$

The following shall be excluded from any “network outage time”:

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company’s scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- Customer “no access” time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party;
- Access failures.

**2.21.5.B** Customer is responsible for notifying Company when the Customer-specific Network Availability falls below 99.99%. The Customer must request a Service credit within 45 days of the end of the calendar month when the Network Availability was not met.

Upon verification by Company that the Customer-specific Network Availability did not meet 99.99%, Company has 30 days to correct the problem. If after 30 days the Network Availability is still below 99.99%, the Customer will be entitled to a service credit equal to:

- 10% of the monthly recurring charges for all affected Ports and/or PVCs for subsequent month in which Network Availability failure occurred.

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## ADVANCED SERVICES TARIFF

**SECTION 3 - APPLICATION OF RATES****3.1 Rate Regulations**

There are two (2) categories of rates and charges: Nonrecurring charges and monthly recurring charges.

(T)(X)

**3.2 Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing Service).

(D)(X)

(D)(X)

**3.2.1 Installation of Service**

Nonrecurring charges apply to each Service installed. The applicable charges are specified within each Service rate section.

**3.2.2 Installation of Optional Features and Functions**

Nonrecurring charges apply for the installation of optional features and functions. The charge applies whether the feature or function is installed with the initial establishment of Service or any time thereafter. The applicable charges are specified within each Service rate section.

**3.2.3 Network Change Charges**

Network changes are Customer initiated changes to existing Frame Relay or ATM Service, including changing circuit settings, rearranging PVCs or increasing port speeds within a given bandwidth circuit. Network Change Charges apply per order, except in situations when a NRC applies. The Network Change Charge is specified within each applicable Service rate section.

(D)(X)

(T)(X)

(T)(X)

**3.2.4 Service Order Charges**

A Nonrecurring charge applies for receiving, recording and processing information in connection with a Customer request for Frame Relay or ATM Service. One Service Order Charge is applicable per Customer request, per due date, per account. When multiple service orders are required for Company reasons, only one Service Order Charge applies. The Service Order Charge is specified within each applicable Service rate section.

(T)(X)

(T)(X)

(T)(X)

(T)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 3 - APPLICATION OF RATES****3.2 Nonrecurring Charges (Continued)****3.2.5 Record Order Charges**

A Nonrecurring charge applies for receiving, recording and processing information in connection with Customer initiated changes to Customer's account information (i.e. change in Customer billing name or billing address). In these instances, a record order is issued. Once a record order is issued, Customer may request additional changes to their account information without a subsequent record order being issued, provided the additional changes are requested during the same business day.

The Record Order Charge is \$14 per Record Order.

**3.2.6 Service Order Change Charges**

A Service Order Change Charge may apply when Customer requests an addition to, change to, or rearrangement of Service before installation is complete, and the request requires engineering redesign. Customer will be notified as to whether or not the Service Order Change Charge applies.

The Service Order Change Charge is \$50 per service order.

**3.2.7 Expedite Order Charges**

For ATM Service, Frame Relay Service, and NAP, if Customer desires that Service be provided on a due date earlier than the due date on the Firm Order Confirmation (FOC), the Customer may request the Service be provided on an expedited basis.

Additional labor costs may be required to meet the requested service date. If so, the Customer will be notified by Company and will be provided an estimate of the additional charges involved.

If the Company determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and additional labor costs, if applicable, an Expedite Order Charge will apply.

If the Company is subsequently unable to meet the agreed upon expedited Service date, no Expedite Order Charge will apply, unless the missed Service date was caused by the Customer.

The Expedite Order Charge is \$500 per service order.

(N)(X)

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 3 - APPLICATION OF RATES**

**3.3 Monthly Recurring Charges**

(T)(X)

Monthly recurring charges are the rates applied each month for the Service being provided.

(T)(X)

(D)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 3 - APPLICATION OF RATES (Continued)****3.4 Minimum Period**

The minimum periods for which services are provided and for which rates and charges apply are as follows:

- 3.4.1** Services are provided for a minimum of one (1) month, unless otherwise specified by tariff or Company.
- 3.4.2** The minimum period for the ATM Service offering in Sections 4.1 through 4.4 provided in ASI-North, ASI-Central and ASI-Northeast is twelve (12) months. (T)(X)
- 3.4.3** The minimum period for the Frame Relay Service offering in Sections 5.1 through 5.4 provided in ASI-North is twelve (12) months. (T)(X)  
(T)(X)
- 3.4.4** The minimum period for the ATM Service offering in Sections 4.5 through 4.8, the Frame Relay Service offering in Sections 5.5 through 5.8 and Network Access Point (NAP) is twelve (12) months. (N)(X)  
(N)(X)  
(N)(X)
- 3.4.5** When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not, as follows: (T)(X)
- 3.4.5.A** When a Service with a one (1) month minimum period is discontinued prior to the expiration of the minimum period, a one (1) month charge will apply at the rate in effect at the time Service is discontinued. (T)(X)  
(T)(X)
- 3.4.5.B** When a Service with a minimum period greater than one (1) month is discontinued prior to the expiration of the minimum period, the applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period. (T)(X)  
(T)(X)

**3.5 Term Pricing Plans (TPP)**

- 3.5.1** Term Pricing Plans (TPP) provide Customer with stabilized rates for a one (1), two (2), three (3) or five (5) year minimum Service period for Services contained in Sections 4, 5 and 8, following. TPP monthly rates will be exempt from Company-initiated rate increases throughout the selected TPP Service period. (N)(X)
- 3.5.2** Customer may request an existing TPP Service period be converted to a new TPP Service period without incurring termination or nonrecurring charges provided the new Service period is equal to or greater than the remaining portion of the original TPP Service period.
- 3.5.3** If the Customer requests that Service provided under a TPP be converted to a shorter term (i.e., five (5) year to three (3) year term), the request will be treated as a termination of Service and termination charges will apply.

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## ADVANCED SERVICES TARIFF

**SECTION 3 – APPLICATION OF RATES (Continued)****3.5 Term Pricing Plans (TPP) (Continued)**

**3.5.4** Customer must provide Company written notice of intent to renew TPP no later than 60 days prior to its expiration. Nonrecurring charges do not apply if TPP is renewed. The renewal rates will be the applicable tariffed rates in effect at the time the TPP expires.

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

**3.5.4.A** For ATM Service and Frame Relay Service purchased from Sections 4.1 through 4.4 and 5.1 through 5.4, respectively, and NAP:

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

If Customer does not renew TPP or does not notify Company of its intent to renew, Customer's Service will convert to the current tariffed Month/Month rate (or current tariffed one (1) year rate where Month/Month is not applicable).

**3.5.4.B** For ATM Service and Frame Relay Service purchased from Sections 4.5 through 4.8 and 5.5 through 5.8, respectively:

(N)(X)

If Customer does not renew TPP or does not notify Company of its intent to renew, Customer's Service will convert to the current Out of Term rates until the Customer cancels or renews the Service with a new TPP term.

(N)(X)

(D)(X)

(D)(X)

(T)(X)

**3.5.5 Termination charges**

Except as noted in 3.5.2 preceding, Customers who terminate a TPP prior to the expiration of the term period will incur termination charges equal to 50% of the total monthly recurring charges for the remainder of Customer's TPP term.

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ADVANCED SERVICES TARIFF

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**SECTION 3 - APPLICATION OF RATES (Continued)****3.6 Moves****3.6.1 Moves Within the Same Building**

Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges and all associated special construction and material charges for the Service. There will be no change in TPP term requirements.

**3.6.2 Moves To a Different Building**

Moves to a different building will incur a charge equal to the nonrecurring charges and all associated special construction and material charges for the Service. There will be no change in TPP term requirements, except as noted in 3.6.3 below.

**3.6.3 When Termination Charges Apply**

If an order to move Service provided under a TPP does not meet one or more of the conditions described below, it will be treated as a discontinuance of Service and the establishment of a new Service and termination charges will apply. Except as noted, the monthly rates for the new Service will be those in effect at the time Service is moved. All nonrecurring charges and special construction charges associated with the establishment of the new Service will apply.

**3.6.3.1 Moves at Same Transmission Speed**

For moves or changes at the same transmission speed, the Customer may move Service to a new location, or move and change to another Company Service without incurring termination charges provided all of the following conditions are met:

- 1) The new Service is provided solely by Company;
- 2) The Customer's request to disconnect Service and request for new Service are received at the same time;
- 3) The due date of the new connect order must be within 120 days after the due date of the disconnect order;
- 4) The new Service has a transmission speed equal to the transmission speed of the existing Service;
- 5) For permanent virtual circuits (PVCs), the move must be associated with the move of one or more associated ports;
- 6) The total monthly charge for the new Service is equal to or greater than the total monthly price of the original Service.
- 7) For Services provided at DS3 or above, the new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location.

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ADVANCED SERVICES TARIFF

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**SECTION 3 - APPLICATION OF RATES (Continued)****3.6 Moves (Continued)****3.6.3 When Termination Charges Apply (Continued)****3.6.3.2 Moves Involving Upgrades in Transmission Speed**

For moves involving upgrades in transmission speed, the Customer may move Service to a new location and upgrade to a higher speed Company Service without incurring termination charges provided all of the following conditions are met:

- 1) The new Service is provided solely by Company;
- 2) The Customer's request to disconnect Service and request for new Service are received at the same time;
- 3) The due date of the new connect order must be within 120 days after the due date of the disconnect order;
- 4) The new Service has a transmission speed greater than the transmission speed of the existing Service;
- 5) For PVCs, the move must be associated with the move of one or more associated ports;
- 6) The total monthly charge for the new Service is equal to or greater than the total monthly price of the original Service.
- 7) The new Service establishes a new TPP effective date with a term equal or greater than the original TPP term established at the former location.

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## ADVANCED SERVICES TARIFF

**SECTION 3 - APPLICATION OF RATES (Continued)****3.7 Upgrades Not Involving Moves**

(T)(X)

Customer may upgrade Service to a higher transmission speed or to another Company Service of equal or greater transmission speed without incurring termination charges if all of the following conditions are met:

- 1) The new Service is provided solely by Company;
- 2) The new Service is provided to the same Customer location;
- 3) For PVCs, the new Service must be provided between the same two locations;
- 4) The Customer's requests to disconnect Service and request for new Service are received at the same time;

(D)(X)

(D)(X)

- 5) The total monthly revenue for the new Service is equal to or greater than the remaining monthly revenue of the original Service.

(T)(X)

- 6) For Service upgraded to a higher transmission speed, the new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established with the original Service. (In instances where the Frame Relay Service or ATM Service Customer upgrades to a higher transmission speed that does not require a physical change in the Port or Access, no new TPP term is required.)

(T)(X)

(N)(X)

(N)(X)

Any applicable nonrecurring or special construction charges associated with the new Service will apply, except that Customer will not be required to pay nonrecurring or special construction charges for upgrading NAP transmission speeds.

(C)(X)

(C)(X)

**3.8 Service Order Cancellation Charge**

(T)(X)

For Frame Relay Service, ATM Service, and NAP, if Customer cancels an order for Service more than three (3) business days after Firm Order Confirmation (FOC) has been provided and before Service is available for use, Customer will incur a \$250 cancellation charge. This cancellation charge will be billed in addition to any other charges Company incurs, including but not limited to applicable cancellation or termination charges from other Service providers such as ILECs, IXCs and CLECs. The Service Order Cancellation Charge will apply per Service Order.

(N)(X)

(C)(X)

(C)(X)

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.1 Vintage Service Description**

(C)(X)

Vintage services are those Asynchronous Transfer Mode (ATM) Services established between September 10, 2001 and December 31, 2002, the rates, terms and conditions for which are set forth in Section 4.1 (Vintage Service Description), Section 4.2 (Vintage Service Provisioning), Section 4.3 (Vintage Rate Elements) and Section 4.4 (Vintage Rates). These vintage services are being classified as such as a result of Transmittal No. 11, filed September 23, 2002, which significantly restructured ATM Service. Company is retaining the rates, terms and conditions applicable to vintage services.

(N)(X)

Customers with vintage services provided under a TPP or on a month-to-month basis retain all existing rights with respect to those services under the terms of this vintage section (e.g., customers may add or rearrange PVCs). However, after December 31, 2002, requests for new Services will be filled pursuant to Sections 4.5 through 4.8 of this tariff.

Customers may choose to migrate vintage ATM services to new ATM services provided pursuant to Sections 4.5 through 4.8 ("ATM Service") or new Frame Relay services provided pursuant to Sections 5.5 through 5.8 ("Frame Relay Service").

No termination charges would apply to such migrations provided the following conditions are met: (1) the term selected for the new ATM Service or Frame Relay Service is equal to or greater in length than the remaining portion of the TPP for the vintage service; and (2) the new ATM Service or Frame Relay Service port transmission speed(s) purchased are equal to or greater than those purchased with the vintage service.

No nonrecurring charges would apply to such migrations provided the following conditions are met: (1a) the term selected for the new ATM Service or Frame Relay Service is equal to or greater in length than the remaining portion of the TPP for the vintage service; or (1b) for vintage service migrated from a month-to-month basis, the term of the new ATM Service or Frame Relay Service is one (1) year or greater in length; and (2) the new ATM Service Frame or Relay Service port transmission speed(s) purchased are equal to those purchased with the vintage service.

Customers of vintage service may purchase ATM Services provided pursuant to Sections 4.5 through 4.8 in addition to retaining the vintage service. In such case, Customer may, at their own discretion, obtain PVC connectivity between vintage service ports and new ATM Service ports through the purchase of either vintage service or new ATM Service PVCs. Vintage service PVCs cannot be purchased after December 31, 2002. If Customer selects a PVC under the vintage service section of the tariff, the PVC would be associated with the vintage service port; if Customer selects a PVC under the new ATM Service section, the PVC would be associated with the new ATM Service Port.

(N)(X)

Asynchronous Transfer Mode (ATM) Service is a cell-based, broadband communication Service using 53-byte cells to transport data, video traffic and, when available, voice traffic. ATM Service provides a flexible way to handle bursty traffic, combining the statistical efficiencies of packet switching with the low delays of circuit switching. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

ATM Service conforms to industry protocol standards created by the Telecommunications Standardization Bureau of the International Telecommunications Union (ITU-T) and American National Standards Institute (ANSI).

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.2 Vintage Service Provisioning**

(C)(X)

The Service Level Agreement (SLA) for vintage ATM Service can be found in Section 2.20, preceding.

(M)(X)

**4.2.1 User Network Interface (UNI) Access Link and Port**

The UNI Access Link and Port connects the Customer to the Company ATM network based upon the standards defined UNI signaling protocol, available at DS1, DS3 and OC3c speeds. Each UNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected. Inverse Multiplexing for ATM (IMA) provides inverse multiplexing of an ATM cell stream over multiple physical DS1 links and retrieval of the original stream at the far end of those links.

UNI Access Link and Port		West-CA	West-NV	Central	North	Northeast
DS1	0-384 Kbps	X	X	X		
DS1	385-768 Kbps	X	X	X		
DS1	1.5 Mbps	X	X	X	X	X
DS3	0-20 Mbps	X	X	X		
DS3	21-40 Mbps	X	X	X	X	X
OC3c	21-50 Mbps	X		X		
OC3c Protected	21-50 Mbps			X		
OC3c	51-100 Mbps	X		X		
OC3c Protected	51-100 Mbps			X		
OC3c (bandwidth determined by PVC)						X
OC3c	101-148 Mbps	X		X	X	
OC3c Protected	101-148 Mbps			X		

IMA UNI Access Link and Port		West-CA	West-NV	Central	North	Northeast
(2) DS1s	3.072 Mbps	X	X	X		
(3) DS1s	4.604 Mbps	X	X	X		
(4) DS1s	6.144 Mbps	X	X	X		
(8) DS1's	12.288 Mbps	X	X	X		

(M)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 - ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(C)(X)

**4.2.2 Gateway Interface (User Network Interface - Port Only)**

The Gateway Interface provides port access into the Company's ATM network.

UNI GI - Port Only		West-CA	West-NV	Central	North	Northeast
DS1	0 -384Kbps	X	X	X		
DS1	385-768Kbps	X	X	X		
DS1	1.5 Mbps	X	X	X	X	
DS3	0-20 Mbps	X	X	X		
DS3	21-40 Mbps	X	X	X	X	
OC3c	21-50 Mbps	X		X		
OC3c	51-100 Mbps	X		X		
OC3c	101-148 Mbps	X		X	X	

IMA UNI GI - Port Only		West-CA	West-NV	Central	North	Northeast
(2) DS1s	3.072 Mbps			X		
(3) DS1s	4.604 Mbps			X		
(4) DS1s	6.144 Mbps			X		
(8) DS1's	12.288 Mbps			X		

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(C)(X)

**4.2.3 Broadband ISDN Inter-Carrier Interface (B-ICI) Access Link and Port**

The Broadband ISDN Inter-Carrier Interface (B-ICI) Access Link and Port connects the Customer to the Company ATM network based upon the standards defined B-ICI signaling protocol, available at DS1, DS3 and OC3c speeds. Each B-ICI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

<b>B-ICI Access Link and Port</b>		<b>West-CA</b>	<b>West-NV</b>	<b>Central</b>	<b>North</b>	<b>Northeast</b>
DS1	1.5 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
DS3	40 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
OC3c	148 Mbps	<b>X</b>		<b>X</b>		
OC3c Protected	148 Mbps			<b>X</b>		

**4.2.4 Broadband ISDN Inter-Carrier Interface (B-ICI) (Network Gateway Interface - Port Only)**

The Network Gateway Interface (NGI) provides port access into the Company's ATM network.

<b>B-ICI Port Only</b>		<b>West-CA</b>	<b>West-NV</b>	<b>Central</b>	<b>North</b>	<b>Northeast</b>
DS1	1.5 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
DS3	40 Mbps	<b>X</b>	<b>X</b>	<b>X</b>		
OC3c	148 Mbps	<b>X</b>		<b>X</b>		

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ADVANCED SERVICES TARIFF

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(C)(X)

**4.2.5 Permanent Virtual Circuits (PVCs)**

Permanent Virtual Circuits (PVCs) are logical connections between two (2) ATM ports that allow data to be sent from one Customer location to another. The PVC defines the logical path from Customer designated premises through Company's ATM network to the desired destination, typically another Customer designated premises. The PVC is established with Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.

Company provides varying Quality of Service levels for each PVC. The Customer must choose the traffic prioritization parameters available for each PVC. Traffic prioritization parameters refer to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network.

Company ATM switches are responsible for guaranteeing the Quality of Service, based on the traffic priority parameter selected. The traffic prioritization parameter categories are listed below. Not all parameters are available in all regions.

**4.2.5.A Constant Bit Rate (CBR)**

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are voice and some types of video and data streaming.

**4.2.5.B Variable Bit Rate - real time (VBR-rt)**

VBR-rt supports traffic transmission levels for applications where a PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay.

**4.2.5.C Variable Bit Rate - non real time (VBR-nrt)**

VBR-nrt supports traffic transmission levels for applications where a PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers.

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(C)(X)

**4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****4.2.5.D Unspecified Bit Rate (UBR)**

UBR supports the transmission of a continuous bit stream of traffic using a "best effort" class of Service for critical, delay-tolerant applications such as data file transfers.

Additional UBR PVC connections may be established for customers wishing to exceed the UNI, GI or B-ICI bandwidth. This condition is known as over subscription and is used only with UBR PVCs. When over subscription occurs, there can be no guarantee that any of the bandwidth defined for any of the connections will be available.

PVC	West-CA	West-NV	Central	North	Northeast
CBR	X	X	X	X	X
VBR-rt				X	
VBR-nrt	X	X	X	X	X
UBR	X	X	X	X*	X

\*UBR only available on ATM when purchased in conjunction with Wholesale DSL Transport Service.

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(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(C)(X)

**4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link**

ATM Host-Link gives the Customer the option to purchase multiple VPCs from the Company's ATM network to provide ATM connectivity for Digital Subscriber Line (DSL) Transport Services, including Wholesale DSL Transport Service and Remote LAN DSL Transport Service (see Sections 6 and 7 for provisioning of ATM connectivity with DSL Transport Services). Customer must obtain access to Company's ATM network by purchasing UNI Access Link and Port/Port Only or B-ICI Access Link and Port/Port Only. ATM Host-Link is offered only for DSL Transport connectivity and is applicable only for DS1, IMA, DS3 and OC-3 interfaces. Customer must commit to a three (3) or five (5) year TPP to purchase the ATM Host-Link option. Based on the speed requested by Customer, ATM Host-Link will contain the quantity of VPCs as listed by ASI Region below. If required, additional ATM Host-Link VPCs (exceeding the quantities designated below) may be purchased individually in the ASI-Central and ASI-West Regions, as indicated in Section 4.4, following.

VPC	West-CA	West-NV	North*	Central	Northeast**
DS1	10	10	X	10	13
IMA	25	25		25	
DS3	100	100	X	100	63
OC-3	200		X	200	63

\* ASI-North utilizes Layer Two Tunneling Protocol provisioning versus VP provisioning for DSL Transport logical connectivity, therefore VPC limitations do not apply.

\*\*ASI-Northeast has platform restrictions that limit the number of VPCs available for use.

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

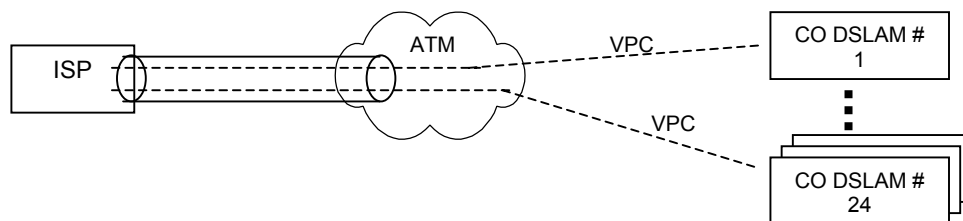
(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(C)(X)

**4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-West Region**

The following ASI-West diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-West Region, Customer must purchase a VPC to each DSLAM in the LATA.

**ATM Service rate example without Host-Link option:**

Customer in ASI-West Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer needs 24 VPCs with UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

<b>Monthly</b>	<b>NRC</b>
\$ 650.00 (UNI Access Link and Port)	\$0
<u>+\$ 690.00 (\$30 x 23 VPCs)</u>	<u>+\$50 x 23 (add'l VPCs)</u>
<b>\$1,340.00</b>	<b>\$1,150.00</b>

**Same Customer scenario with Host-Link option:**

<b>Monthly</b>	<b>NRC</b>
\$ 650.00 (UNI Access Link and Port)	\$0
\$ 75.00 (1 DS1 ATM Host-Link)	\$0
<u>+ \$ 105.00 (\$7.50 x 14 add'l VPCs)</u>	<u>+\$50 x 14 (add'l VPCs)</u>
<b>\$830.00</b>	<b>\$700.00</b>

(1) The rates can be found in Section 4.4, following.

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

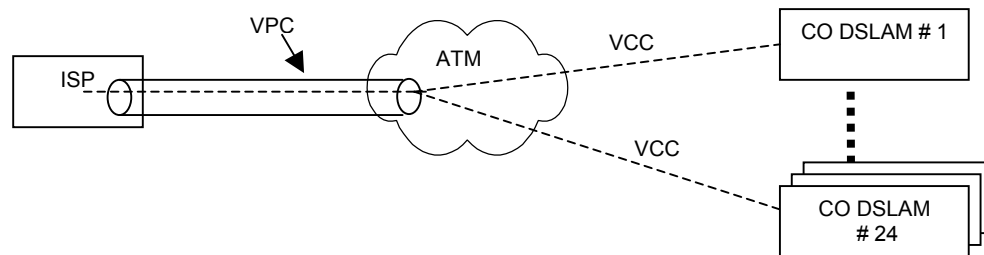
(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(C)(X)

**4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-Central Region**

The following ASI-Central diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-Central Region, one VPC gives Customer access to all DSLAMs in the LATA, therefore no additional VPCs are required.

**ATM Service rate example without Host-Link option:**

Customer in ASI-Central Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer wants UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

<b>Monthly</b>	<b>NRC</b>
<b>\$ 650.00</b> (UNI Access Link and Port)	<b>\$0</b>

**Same Customer scenario with Host-Link option:**

<b>Monthly</b>	<b>NRC</b>
\$ 650.00 (UNI Access Link and Port)	\$0
+\$ 75.00 (1 DS1 ATM Host Link)	+\$0
<b>\$ 725.00</b>	<b>\$0</b>

(1) The rates can be found in Section 4.4, following.

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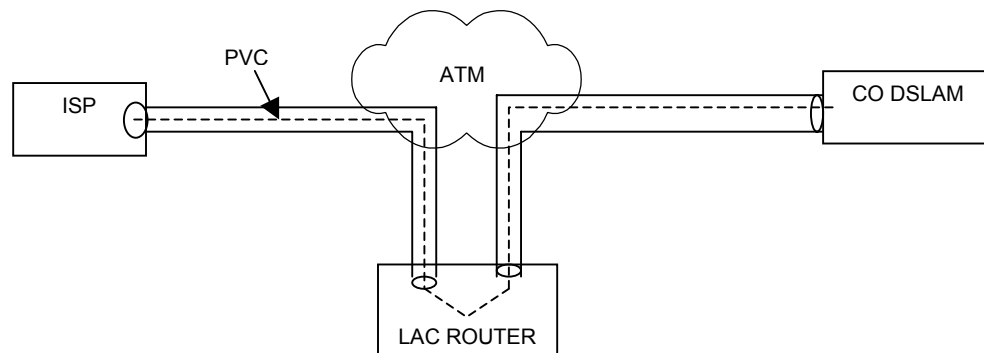
(N)(X)

**4.2 Vintage Service Provisioning (Continued)**

(N)(X)

**4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-North Region**

The following ASI-North diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport:



In the ASI-North Region, Layer Two Tunneling Protocol (L2TP) provisioning provides access to all DSLAMs in the LATA.

**ATM Service rate example without Host-Link option:**

Customer in ASI-North Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer wants UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

Monthly	NRC
\$ 635.00 (UNI Access Link and Port)	\$0
<u>+\$ 120.00 (UBR PVC)</u>	<u>+\$0</u>
<b>\$ 755.00</b>	<b>\$0</b>

**Same Customer scenario with Host-Link option:**

Monthly	NRC
\$ 635.00 (UNI Access Link and Port)	\$0
<u>+\$ 75.00 (1 DS1 ATM Host-Link)</u>	<u>+\$0</u>
<b>\$ 725.00</b>	<b>\$0</b>

(1) The rates can be found in Section 4.4, following.

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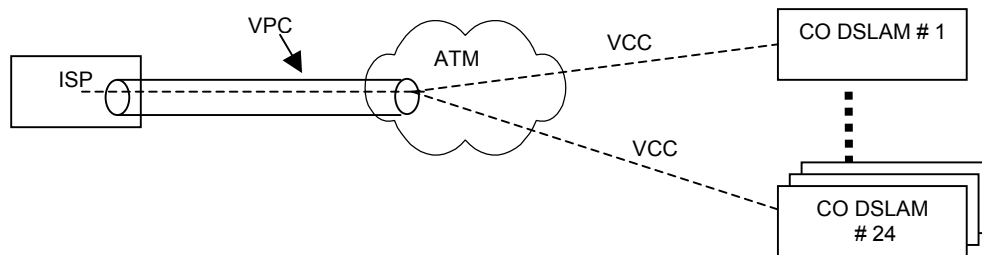
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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.2 Vintage Service Provisioning (Continued)****4.2.5 Permanent Virtual Circuits (PVCs) (Continued)****ATM Host-Link (Continued)****ASI-Northeast Region**

The following ASI-Northeast diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-Northeast Region, one VPC gives Customer access to all DSLAMs in the LATA, therefore no additional VPCs are required.

**ATM Service rate example without Host-Link option:**

Customer in ASI-Northeast Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer wants UNI Access Link and Port – DS1 interface. The charges<sup>(1)</sup> are calculated as follows:

<b>Monthly</b>	<b>NRC</b>
\$ 501.00 (UNI Access Link and Port)	\$0
+\$ 16.50 (1.5Mbps UBR)	+\$0
<b>\$ 517.50</b>	<b>\$0</b>

**Same Customer scenario with Host-Link option:**

<b>Monthly</b>	<b>NRC</b>
\$ 501.00 (UNI Access Link and Port)	\$0
+\$ 75.00 (1 DS1 ATM Host-Link)	+\$0
<b>\$ 576.00</b>	<b>\$0</b>

(1) The rates can be found in Section 4.4, following.

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ADVANCED SERVICES TARIFF

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002** (N)(X)**4.2 Vintage Service Provisioning (Continued)** (C)(X)**4.2.6 Circuit Emulation Service (CES)**

ATM Circuit Emulation Service (CES) provides the capability of directly connecting standard Time Division Multiplexing (TDM) interfaces to carry constant bit rate (CBR) or “circuit” traffic over ATM networks.

Optional Feature	West-CA	West-NV	Central	North	Northeast
DS1/PRI	X		X		

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.3 Vintage Rate Elements**

(C)(X)

**4.3.1 UNI Access Link and Port**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**4.3.2 UNI GI – Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**4.3.3 B-ICI Access Link and Port**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**4.3.4 B-ICI – Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.3 Vintage Rate Elements**

(C)(X)

**4.3.5 PVC**

A nonrecurring charge and a monthly rate apply based upon the traffic prioritization parameter selected and whether or not Customer is adding or changing. The following PVC types are available:

- **Virtual Channel Connection (VCC)** - Logical connection between one ATM switch port and another ATM switch port. The VCC allows exchange of information in the form of fixed cells at variable rates.
- **Virtual Path Connection (VPC)** - A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple Customer defined VCCs as a group. It is the responsibility of the Customer to configure and maintain the individual VCCs within a VPC connection.
- **FR-ATM Internetworking Service** - Connects a Frame Relay Port with the ATM network. (See Section 5 - Frame Relay Service)
- **ATM Host-Link** – A group of VPC connections between one ATM switch port and multiple DSLAMs, to be utilized for the provisioning of DSL Transport. (See Section 6 – Wholesale DSL Transport Service and Section 7 – Remote LAN DSL Transport Service)

The table below depicts PVCs and their applicability by region.

PVC	West-CA	West-NV	Central	North	Northeast
VCC	X	X	X		
VPC	X	X	X		
PVC				X	X
Host-Link	X	X	X	X	X

The first VCC/VPC will be provided at no charge with UNI, B-ICI, GI and NGI Access Links and Ports purchased in the ASI-Central and ASI-West Regions. This does not apply when Customer chooses ATM Host-Link option.

**4.3.6 Optional Features**

A nonrecurring charge and a monthly rate apply, based upon features selected.

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates**

(C)(X)

ATM Service Optional Features must be purchased in conjunction with UNI Access Link and Port/Port Only or B-ICI Access Link and Port/Port Only.

**ASI – Central**

UNI Access Link and Port*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1-384 K	NA	NA	\$ 550	\$ 1,200	\$ 450	\$ 0	\$ 350	\$ 0
DS1	385-768 K	NA	NA	\$ 650	\$ 1,200	\$ 525	\$ 0	\$ 400	\$ 0
DS1	769 K - 1.5 M	NA	NA	\$ 750	\$ 1,200	\$ 650	\$ 0	\$ 500	\$ 0
DS3	1-20 M	NA	NA	\$ 3,950	\$ 3,000	\$ 3,400	\$ 0	\$ 3,000	\$ 0
DS3	21-40 M	NA	NA	\$ 4,600	\$ 3,000	\$ 3,800	\$ 0	\$ 3,200	\$ 0
OC-3c	21-50 M	NA	NA	\$ 5,200	\$ 3,000	\$ 4,500	\$ 0	\$ 3,875	\$ 0
OC-3c Protected	21-50 M	NA	NA	\$ 6,200	\$ 3,000	\$ 5,500	\$ 0	\$ 4,875	\$ 0
OC-3c	51-100 M	NA	NA	\$ 5,650	\$ 3,000	\$ 4,900	\$ 0	\$ 4,250	\$ 0
OC-3c Protected	51-100 M	NA	NA	\$ 6,650	\$ 3,000	\$ 5,900	\$ 0	\$ 5,250	\$ 0
OC-3c	101-148 M	NA	NA	\$ 6,100	\$ 3,000	\$ 5,300	\$ 0	\$ 4,600	\$ 0
OC-3c Protected	101-148 M	NA	NA	\$ 7,100	\$ 3,000	\$ 6,300	\$ 0	\$ 5,600	\$ 0

IMA UNI Access Link and Port*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
IMA	3 Mbps	NA	NA	\$ 1,400	\$ 1,300	\$ 1,200	\$ 0	\$ 1,000	\$ 0
IMA	4.5 Mbps	NA	NA	\$ 1,700	\$ 1,700	\$ 1,500	\$ 0	\$ 1,300	\$ 0
IMA	6 Mbps	NA	NA	\$ 2,000	\$ 2,100	\$ 1,800	\$ 0	\$ 1,600	\$ 0
IMA	12 Mbps	NA	NA	\$ 3,000	\$ 3,700	\$ 2,700	\$ 0	\$ 2,400	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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(C)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – Central (Continued)**

<b>UNI GI–Port Only* (N)(X)</b>		<b>Month/Month</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
GI	0-384 K	NA	NA	\$ 275	\$ 1,200	\$ 200	\$ 0	\$ 175	\$ 0
GI	385-768 Kbps	NA	NA	\$ 325	\$ 1,200	\$ 238	\$ 0	\$ 200	\$ 0
GI	1.5 Mbps	NA	NA	\$ 375	\$ 1,200	\$ 288	\$ 0	\$ 250	\$ 0
GI DS3	1-20 Mbps	NA	NA	\$ 1,975	\$ 3,000	\$ 1,700	\$ 0	\$ 1,500	\$ 0
GI DS3	21-40 Mbps	NA	NA	\$ 2,300	\$ 3,000	\$ 1,900	\$ 0	\$ 1,600	\$ 0
GI OC3	21-50 Mbps	NA	NA	\$ 3,120	\$ 3,000	\$ 2,700	\$ 0	\$ 2,325	\$ 0
GI OC3	51- 100 Mbps	NA	NA	\$ 3,390	\$ 3,000	\$ 2,940	\$ 0	\$ 2,550	\$ 0
GI OC3	101-148 Mbps	NA	NA	\$ 3,660	\$ 3,000	\$ 3,180	\$ 0	\$ 2,760	\$ 0

<b>IMA UNI GI – Port Only*(N)(X)</b>		<b>Month/Month</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
IMA GI	3 Mbps	NA	NA	\$ 700	\$ 1,300	\$ 600	\$ 0	\$ 500	\$ 0
IMA GI	4.5 Mbps	NA	NA	\$ 875	\$ 1,700	\$ 750	\$ 0	\$ 650	\$ 0
IMA GI	6 Mbps	NA	NA	\$ 1,050	\$ 2,100	\$ 900	\$ 0	\$ 800	\$ 0
IMA GI	12 Mbps	NA	NA	\$ 1,750	\$ 3,700	\$ 1,500	\$ 0	\$ 1,400	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – Central (Continued)**

B-ICI Access Link and Port*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	NA	NA	\$ 1,430	\$ 1,200	\$ 1,230	\$ 0	\$ 1,030	\$ 0
DS3	40 Mbps	NA	NA	\$ 4,819	\$ 3,000	\$ 4,024	\$ 0	\$ 3,413	\$ 0
OC-3c	148 Mbps	NA	NA	\$ 6,687	\$ 3,000	\$ 5,902	\$ 0	\$ 5,205	\$ 0
OC-3c Protected	148 Mbps	NA	NA	\$ 7,687	\$ 3,000	\$ 6,902	\$ 0	\$ 6,205	\$ 0

B-ICI (NGI)- Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
NGI DS1	1.5 Mbps	NA	NA	\$ 450	\$ 1,440	\$ 346	\$ 0	\$ 300	\$ 0
NGI DS3	40 Mbps	NA	NA	\$ 2,760	\$ 3,600	\$ 2,280	\$ 0	\$ 1,920	\$ 0
NGI OC3	148 Mbps	NA	NA	\$ 4,392	\$ 3,600	\$ 3,816	\$ 0	\$ 3,312	\$ 0

Optional Features		Month/Month		1 Year	
Port	Speed	Monthly	NRC	Monthly	NRC
CES-DS1 Port Only	1.5 Mbps	NA	NA	\$ 102	\$ 250
Additional VCCs*		\$ 18	\$ 60	NA	NA
Additional VPCs*		\$ 28	\$ 60	NA	NA
CBR DS1	per 64 Kbps	\$ 15	NA	NA	NA
CBR DS3 or OC3	per 1 Mbps	\$ 15	NA	NA	NA
Service Order Charge		NA	\$ 14	NA	NA

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – Central (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 – ATM Host Link*	1.5 Mbps	NA	NA	\$ 75.00	\$ 0.00	\$ 60.00	\$ 0.00
IMA - ATM Host Link*	3 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA - ATM Host Link*	4.5 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA - ATM Host Link*	6 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA - ATM Host Link*	12 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
DS3 - ATM Host Link*	21-40 Mbps	NA	NA	\$ 750.00	\$ 0.00	\$ 600.00	\$ 0.00
OC-3 - ATM Host Link*	101-148 Mbps	NA	NA	\$ 1,500.00	\$ 0.00	\$ 1,200.00	\$ 0.00
Each additional ATM Host-Link VPC		NA	NA	\$ 7.50	\$ 50.00	\$ 6.00	\$ 50.00

\* ATM Host-Link includes 10 VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and 200 VPCs for OC-3. The first VPC is not included with the ATM Host-Link option.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE** (Continued)**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – North**

<b>UNI &amp; NNI Access Link and Port</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS1	1.5 Mbps	\$ 735	\$ 1,200	\$ 635	\$ 0	\$ 490	\$ 0
DS3	40 Mbps	\$ 3,950	\$ 3,000	\$ 3,350	\$ 0	\$ 2,950	\$ 0
OC-3c	148 Mbps	\$ 5,375	\$ 3,000	\$ 4,775	\$ 0	\$ 4,175	\$ 0

<b>UNI &amp; NNI Port Only *</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS1	1.5 Mbps	\$ 600	\$ 1,200	\$ 500	\$ 0	\$ 400	\$ 0
DS3	40 Mbps	\$ 2,700	\$ 3,000	\$ 2,400	\$ 0	\$ 2,000	\$ 0
OC-3c	148 Mbps	\$ 4,200	\$ 3,000	\$ 3,800	\$ 0	\$ 3,200	\$ 0

\* Hubbed port, including transport from customer's serving wire center.

<b>Misc. Services</b>		<b>Month/Month</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
Network Change Charge (per order)		NA	\$ 24	NA	NA	NA	NA	NA	NA

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI - North**

<b>PVCs</b>	<b>Monthly Recurring</b>			
	<b>CBR</b>	<b>VBR – rt</b>	<b>VBR – nrt</b>	<b>UBR*</b>
64K	\$ 3.25	\$ 2.75	\$ 2.50	NA
128K	\$ 6.50	\$ 5.50	\$ 5.00	NA
192K	\$ 9.75	\$ 8.25	\$ 7.50	NA
256K	\$ 13.00	\$ 11.00	\$ 10.00	NA
320K	\$ 16.25	\$ 13.75	\$ 12.50	NA
384K	\$ 19.50	\$ 16.50	\$ 15.00	NA
448K	\$ 22.75	\$ 19.25	\$ 17.50	NA
512K	\$ 26.00	\$ 22.00	\$ 20.00	NA
576K	\$ 29.25	\$ 24.75	\$ 22.50	NA
640K	\$ 32.50	\$ 27.50	\$ 25.00	NA
704K	\$ 35.75	\$ 30.25	\$ 27.50	NA
768K	\$ 39.00	\$ 33.00	\$ 30.00	NA
832K	\$ 42.25	\$ 35.75	\$ 32.50	NA
896K	\$ 45.50	\$ 38.50	\$ 35.00	NA
960K	\$ 48.75	\$ 41.25	\$ 37.50	NA
1024K	\$ 52.00	\$ 44.00	\$ 40.00	NA
1088K	\$ 55.25	\$ 46.75	\$ 42.50	NA
1152K	\$ 58.50	\$ 49.50	\$ 45.00	NA
1216K	\$ 61.75	\$ 52.25	\$ 47.50	NA
1280K	\$ 65.00	\$ 55.00	\$ 50.00	NA
1344K	\$ 68.25	\$ 57.75	\$ 52.50	NA
1408K	\$ 71.50	\$ 60.50	\$ 55.00	NA
1472K	\$ 74.75	\$ 63.25	\$ 57.50	NA
1536K	\$ 78.00	\$ 66.00	\$ 60.00	\$ 120.00
1M	\$ 20.00	\$ 15.00	\$ 12.50	NA
2M	\$ 40.00	\$ 30.00	\$ 25.00	NA
3M	\$ 60.00	\$ 45.00	\$ 37.50	NA
4M	\$ 80.00	\$ 60.00	\$ 50.00	NA
5M	\$ 100.00	\$ 75.00	\$ 62.50	NA
6M	\$ 120.00	\$ 90.00	\$ 75.00	NA
7M	\$ 140.00	\$ 105.00	\$ 87.50	NA
8M	\$ 160.00	\$ 120.00	\$ 100.00	NA
9M	\$ 180.00	\$ 135.00	\$ 112.50	NA
10M	\$ 200.00	\$ 150.00	\$ 125.00	NA
11M	\$ 220.00	\$ 165.00	\$ 137.50	NA
12M	\$ 240.00	\$ 180.00	\$ 150.00	NA
13M	\$ 260.00	\$ 195.00	\$ 162.50	NA
14M	\$ 280.00	\$ 210.00	\$ 175.00	NA
15M	\$ 300.00	\$ 225.00	\$ 187.50	NA
16M	\$ 320.00	\$ 240.00	\$ 200.00	NA
17M	\$ 340.00	\$ 255.00	\$ 212.50	NA

\* UBR only available on ATM when purchased with Wholesale DSL Transport Service.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – North (Continued)**

PVCs	Monthly Recurring			
Speed	CBR	VBR – rt	VBR – nrt	UBR*
18M	\$ 360.00	\$ 270.00	\$ 225.00	NA
19M	\$ 380.00	\$ 285.00	\$ 237.50	NA
20M	\$ 400.00	\$ 300.00	\$ 250.00	NA
21M	\$ 420.00	\$ 315.00	\$ 262.50	NA
22M	\$ 440.00	\$ 330.00	\$ 275.00	NA
23M	\$ 460.00	\$ 345.00	\$ 287.50	NA
24M	\$ 480.00	\$ 360.00	\$ 300.00	NA
25M	\$ 500.00	\$ 375.00	\$ 312.50	NA
26M	\$ 520.00	\$ 390.00	\$ 325.00	NA
27M	\$ 540.00	\$ 405.00	\$ 337.50	NA
28M	\$ 560.00	\$ 420.00	\$ 350.00	NA
29M	\$ 580.00	\$ 435.00	\$ 362.50	NA
30M	\$ 600.00	\$ 450.00	\$ 375.00	NA
31M	\$ 620.00	\$ 465.00	\$ 387.50	NA
32M	\$ 640.00	\$ 480.00	\$ 400.00	NA
33M	\$ 660.00	\$ 495.00	\$ 412.50	NA
34M	\$ 680.00	\$ 510.00	\$ 425.00	NA
35M	\$ 700.00	\$ 525.00	\$ 437.50	NA
36M	\$ 720.00	\$ 540.00	\$ 450.00	NA
37M	\$ 740.00	\$ 555.00	\$ 462.50	NA
38M	\$ 760.00	\$ 570.00	\$ 475.00	NA
39M	\$ 780.00	\$ 585.00	\$ 487.50	NA
40M	\$ 800.00	\$ 600.00	\$ 500.00	\$ 1000.00
41M	\$ 820.00	\$ 615.00	\$ 512.50	NA
42M	\$ 840.00	\$ 630.00	\$ 525.00	NA
43M	\$ 860.00	\$ 645.00	\$ 537.50	NA
44M	\$ 880.00	\$ 660.00	\$ 550.00	NA
45M	\$ 900.00	\$ 675.00	\$ 562.50	NA
46M	\$ 920.00	\$ 690.00	\$ 575.00	NA
47M	\$ 940.00	\$ 705.00	\$ 587.50	NA
48M	\$ 960.00	\$ 720.00	\$ 600.00	NA
49M	\$ 980.00	\$ 735.00	\$ 612.50	NA
50M	\$ 1,000.00	\$ 750.00	\$ 625.00	NA
144M	NA	NA	NA	\$ 1250.00

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – Northeast**

UNI Access Link and Port		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	NA	NA	\$ 553	\$ 1,100	\$ 501	\$ 0	\$ 457	\$ 0
DS3	40 Mbps	NA	NA	\$ 1,880	\$ 1,500	\$ 1,690	\$ 0	\$ 1,550	\$ 0
OC-3c	148 Mbps	NA	NA	\$ 1,480	\$ 2,000	\$ 1,340	\$ 2000	\$ 1,200	\$ 2000

Interoffice Mileage (per mile)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	NA	NA	\$ 22	\$ 0	\$ 20	\$ 0	\$ 18	\$ 0
DS3	40 Mbps	NA	NA	\$ 145	\$ 0	\$ 135	\$ 0	\$ 125	\$ 0
OC-3c	148 Mbps	NA	NA	\$ 120	\$ 0	\$ 110	\$ 0	\$ 100	\$ 0

Optional Features		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
<b>Bandwidth per ½ Meg port</b>									
CBR		NA	NA	\$ 22.00	\$ 0	\$ 20.00	\$ 0	\$ 18	\$ 0
VBR		NA	NA	\$ 8.80	\$ 0	\$ 8.00	\$ 0	\$ 7	\$ 0
UBR		NA	NA	\$ 6.00	\$ 0	\$ 5.50	\$ 0	\$ 5	\$ 0
Add or Delete PVC					\$ 300		\$ 300		\$ 300
Change Existing PVC Speed					\$ 100		\$ 100		\$ 100

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – Northeast (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 - ATM Host-Link*	1.5 Mbps	NA	NA	\$ 16.50	\$ 0.00	\$ 15.00	\$ 0.00
DS3 - ATM Host-Link*	40 Mbps	NA	NA	\$ 440.00	\$ 0.00	\$ 400.00	\$ 0.00
OC-3 - ATM Host-Link*	148 Mbps	NA	NA	\$ 1,540.00	\$ 0.00	\$ 1,400.00	\$ 0.00

\* ATM Host-Link includes the maximum of 13 VPCs for DS1, 63 VPCs for DS3 and 63 VPCs for OC-3. The first VPC is not included with the ATM Host-Link option.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – West/California**

User Network Interface (UNI) Port/Transport*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1-384Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	385-768 Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	769 Kbps-1.5 Mbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS3	1-20 Mbps	\$ 4,200	\$ 3,000	NA	NA	\$ 3,600	\$ 0	\$ 3,200	\$ 0
DS3	21-40 Mbps	\$ 5,000	\$ 3,000	NA	NA	\$ 4,200	\$ 0	\$ 3,400	\$ 0
OC-3c	21-50 Mbps	\$ 6,000	\$ 3,000	NA	NA	\$ 5,400	\$ 0	\$ 4,600	\$ 0
OC-3c	51-100 Mbps	\$ 6,500	\$ 3,000	NA	NA	\$ 5,800	\$ 0	\$ 5,100	\$ 0
OC-3c	101-148 Mbps	\$ 7,000	\$ 3,000	NA	NA	\$ 6,200	\$ 0	\$ 5,400	\$ 0
IMA	3 Mbps	\$ 1,400	\$ 1,800	NA	NA	\$ 1,200	\$ 0	\$ 1,000	\$ 0
IMA	4.5 Mbps	\$ 1,700	\$ 2,100	NA	NA	\$ 1,500	\$ 0	\$ 1,300	\$ 0
IMA	6 Mbps	\$ 2,000	\$ 2,400	NA	NA	\$ 1,800	\$ 0	\$ 1,600	\$ 0
IMA	12 Mbps	\$ 3,000	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,400	\$ 0

UNI GI – Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
GI DS1	0 – 384 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	385–768 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	769–1.5 Mbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS3	1–20 Mbps	\$ 2,700	\$ 3,000	NA	NA	\$ 2,400	\$ 0	\$ 2,000	\$ 0
GI DS3	21 – 40 Mbps	\$ 3,300	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,200	\$ 0
GI OC3	21–50 Mbps	\$ 3,900	\$ 3,000	NA	NA	\$ 3,500	\$ 0	\$ 2,900	\$ 0
GI OC3	51 – 100 Mbps	\$ 4,200	\$ 3,000	NA	NA	\$ 3,800	\$ 0	\$ 3,200	\$ 0
GI OC3	101 – 148 Mbps	\$ 4,600	\$ 3,000	NA	NA	\$ 4,100	\$ 0	\$ 3,500	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – West/California (Continued)**

<b>B-ICI Access Link and Port*(N)(X)</b>		<b>Month/Month</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
DS1	1.5 Mbps	\$ 1,500	\$ 1,200	NA	NA	\$ 1,300	\$ 0	\$ 1,000	\$ 0
DS3	40 Mbps	\$ 5,200	\$ 3,000	NA	NA	\$ 4,400	\$ 0	\$ 3,600	\$ 0
OC-3c	148 Mbps	\$ 7,500	\$ 3,000	NA	NA	\$ 6,700	\$ 0	\$ 5,900	\$ 0

<b>B-ICI Port Only*(N)(X)</b>		<b>Month/Month</b>		<b>1 Year</b>		<b>3 Year</b>		<b>5 Year</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>	<b>Monthly</b>	<b>NRC</b>
NGI DS1	1.5 Mbps	\$ 1,300	\$ 1,200	NA	NA	\$ 1,150	\$ 0	\$ 900	\$ 0
NGI DS3	40 Mbps	\$ 3,500	\$ 3,000	NA	NA	\$ 3,000	\$ 0	\$ 2,500	\$ 0
NGI OC3	148 Mbps	\$ 4,900	\$ 3,000	NA	NA	\$ 4,500	\$ 0	\$ 3,900	\$ 0

<b>Misc. Services</b>		<b>Month/Month</b>	
<b>Port</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>
CES-DS1		\$ 180	\$ 250
Additional VCCs*		\$ 15	\$ 50
Additional VPCs*		\$ 30	\$ 50
CBR DS1	per 64 Kbps	\$ 10	NA
CBR DS3 or OC3	per 1 Mbps	\$ 15	NA
Network Change Charge		NA	\$ 125

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – West/California (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 – ATM Host-Link*	1.5 Mbps	NA	NA	\$ 75.00	\$ 0.00	\$ 60.00	\$ 0.00
IMA – ATM Host-Link*	3 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	4.5 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	6 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	12 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
DS3 – ATM Host-Link*	21-40 Mbps	NA	NA	\$ 750.00	\$ 0.00	\$ 600.00	\$ 0.00
OC-3 – ATM Host-Link*	101-148 Mbps	NA	NA	\$ 1,500.00	\$ 0.00	\$ 1,200.00	\$ 0.00
Each additional ATM Host-Link VPC		NA	NA	\$ 7.50	\$ 50.00	\$ 6.00	\$ 50.00

\* ATM Host-Link includes 10 VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and 200 VPCs for OC-3. The first VPC is not included with the ATM Host-Link option.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – West/Nevada**

User Network Interface (UNI)*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1-384 Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	385-768 Kbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS1	769 Kbps -1.5 Mbps	\$ 750	\$ 1,200	NA	NA	\$ 650	\$ 0	\$ 500	\$ 0
DS3	1– 20 Mbps	\$ 4,200	\$ 3,000	NA	NA	\$ 3,600	\$ 0	\$ 3,200	\$ 0
DS3	21-40 Mbps	\$ 5,000	\$ 3,000	NA	NA	\$ 4,200	\$ 0	\$ 3,400	\$ 0
IMA	3 Mbps	\$ 1,400	\$ 1,800	NA	NA	\$ 1,200	\$ 0	\$ 1,000	\$ 0
IMA	4.5 Mbps	\$ 1,700	\$ 2,100	NA	NA	\$ 1,500	\$ 0	\$ 1,300	\$ 0
IMA	6 Mbps	\$ 2,000	\$ 2,400	NA	NA	\$ 1,800	\$ 0	\$ 1,600	\$ 0
IMA	12 Mbps	\$ 3,000	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,400	\$ 0

UNI GI – Port Only*(N)(X)		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
GI DS1	0 – 384 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	385–768 Kbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS1	769-1.5 Mbps	\$ 600	\$ 1,200	NA	NA	\$ 500	\$ 0	\$ 400	\$ 0
GI DS3	1 – 20 Mbps	\$ 2,700	\$ 3,000	NA	NA	\$ 2,400	\$ 0	\$ 2,000	\$ 0
GI DS3	21-40 Mbps	\$ 3,300	\$ 3,000	NA	NA	\$ 2,700	\$ 0	\$ 2,200	\$ 0

B-ICI Port/Transport*		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	\$ 1,500	\$ 1,200	NA	NA	\$ 1,300	\$ 0	\$ 1,000	\$ 0
DS3	40 Mbps	\$ 5,200	\$ 3,000	NA	NA	\$ 4,400	\$ 0	\$ 3,600	\$ 0

B-ICI Port Only*		Month/Month		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
NGI DS1	1.5 Mbps	\$ 1,300	\$ 1,200	NA	NA	\$ 1,150	\$ 0	\$ 900	\$ 0
NGI DS3	40 Mbps	\$ 3,500	\$ 3,000	NA	NA	\$ 3,000	\$ 0	\$ 2,500	\$ 0

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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ADVANCED SERVICES TARIFF

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**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – West/Nevada (Continued)**

Misc. Services		Month/Month	
Port	Speed	Monthly	NRC
Additional VCCs*		\$ 15	\$ 50
Additional VPCs*		\$ 30	\$ 50
CBR DS1	per 64 Kbps	\$ 10	N/A
CBR DS3 or OC-3	per 1 Mbps	\$ 15	N/A
Network Change Charge (per order)		NA	\$ 125

\* First VCC/VPC included with UNI, B-ICI, GI & NGI. Additional VCCs/VPCs can only be ordered on a month to month basis.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**4.4 Vintage Rates (Continued)**

(C)(X)

**ASI – West/Nevada (Continued)**

Optional Features		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 – ATM Host-Link*	1.5 Mbps	NA	NA	\$ 75.00	\$ 0.00	\$ 60.00	\$ 0.00
IMA – ATM Host-Link*	3 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	4.5 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	6 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
IMA – ATM Host-Link*	12 Mbps	NA	NA	\$ 187.50	\$ 0.00	\$ 150.00	\$ 0.00
DS3 – ATM Host-Link*	21-40 Mbps	NA	NA	\$ 750.00	\$ 0.00	\$ 600.00	\$ 0.00
Each additional ATM Host-Link VPC		NA	NA	\$ 7.50	\$ 50.00	\$ 6.00	\$ 50.00

\* ATM Host-Link includes 10 VPCs for DS1, 25 VPCs for IMA and 100 VPCs for DS3. The first VPC is not included with the ATM Host-Link option.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE** (Continued)

(C)(X)

**4.5 Service Description**

Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow Customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

**4.6 Service Provisioning**

The Service Level Agreements (SLA) for ATM Service can be found in Section 2.21, preceding.

**4.7 Service Components**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections, term plan and features selected. Service Component availability varies by region as shown below.

Service Component	West	Central	North	Northeast
UNI Port and Access	X	X	X	X
UNI Port Only	X	X	X	X
IMA UNI Port and Access	X	X		
IMA UNI Port Only	X	X		
BICI Port and Access	X	X	X	X
BICI Port Only	X	X	X	X
CES Port Only	X	X		

**4.7.1 User Network Interface (UNI) Port and Access**

UNI Port and Access connects the Customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, Customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the Customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(C)(X)

**4.7 Service Components (Continued)****4.7.2 User Network Interface (UNI) Port Only**

UNI Port Only provides the Customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3. When UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**4.7.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access**

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the standards defined UNI signaling protocol. IMA UNI Port and Access is not available in all ASI regions. See table in Section 4.7 for IMA UNI Port and Access availability.

**4.7.4 Inverse Multiplexing over ATM (IMA) UNI Port Only**

IMA UNI Port Only provides the Customer an IMA port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s. IMA UNI Port Only is not available in all ASI regions. See table in Section 4.7 for IMA UNI Port Only availability.

**4.7.5 Broadband ISDN Inter-Carrier Interface (B-ICI) Port and Access**

B-ICI Port and Access connects the Customer to the Company's ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows Customer networks to interconnect to the Company ATM network. B-ICI Port and Access is available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, Customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the Customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(C)(X)

**4.7 Service Components (Continued)****4.7.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only**

B-ICI Port Only provides the Customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the Customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**4.7.7 Circuit Emulation Service (CES) Port Only**

CES Port Only provides the Customer a Time Division Multiplexing (TDM) port connection into the Company's ATM network. CES Port Only provides the capability of directly connecting a TDM interface carrying constant bit rate (CBR) traffic over ATM networks. When a CES Port Only is selected, it is the Customer's responsibility to obtain the TDM transport component of the service. CES Port Only is to be used in conjunction with CES VCCs. CES Port Only is not available in all ASI Regions. See table in Section 4.7 for CES Port Only availability.

**4.7.8 Permanent Virtual Circuits (PVCs)**

PVCs are logical connections between ports that allow data to be sent from one Customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. With the exception of Multicasting VCCs, PVCs are duplex (two-way).

When placing an order for Service, Customer must specify the following for each PVC:

- PVC Connection Type;
- Traffic Parameter;
- VCC/VPC Type; and
- Quality of Service.

PVCs purchased from this Section of ATM Service must have at least one associated Port purchased from this Section of the tariff as well.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.A PVC Connection Types****(1) ATM to ATM**

ATM to ATM connects two ATM Customer locations.

**(2) Frame Relay to ATM Service (FRATM)**

FRATM connects two Customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. (See Section 5.7 – Frame Relay Service)

**4.7.8.B Traffic Parameters**

The Customer must choose the traffic parameters available for each PVC selected. Traffic parameters represent priorities given to cell transmissions, sensitivity of cells to delay variation and loss within the network. Traffic Shaping is a flow control functionality that must be enabled on the Customer Equipment to ensure the Customer's data traffic transmission rate does not violate the Customer's chosen traffic parameters.

**(1) Peak Information Rate (PIR)**

The PIR designates an upper limit that the traffic information rate may not exceed. PIR is expressed in Kbps or Mbps. Traffic that exceeds the PIR value will be discarded from the network for all Quality of Service types.

**(2) Sustainable Information Rate (SIR)**

The Sustainable Information Rate (SIR) specifies the "average" traffic rate that is transmitted and received. SIR is expressed in Kbps or Mbps.

**(3) Maximum Burst Size (MBS)**

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

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(C)(X)

(C)(X)

(N)(X)

(N)(X)

## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(C)(X)

**4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.C PVC Types****(1) Virtual Channel Connection (VCC)**

Logical connection between one ATM switch port and another switch port. The VCC allows exchange of information in the form of fixed cells at variable rates. Company configures and maintains the individual VCCs within the ATM connection.

**(2) Virtual Path Connection (VPC)**

A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple Customer defined VCCs as a group. It is the responsibility of the Customer to configure and maintain the individual VCCs within a VPC connection.

**4.7.8.D VCC/VPC Types**

There are several VCC/VPC types available, which may vary by region as shown below.

<b>VCC/VPC Types</b>	<b>West</b>	<b>Central</b>	<b>North</b>	<b>Northeast</b>
Standard	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
CES	<b>X</b>	<b>X</b>		
FRATM	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Disaster Recovery	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Alternate Routing	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Multicasting	<b>X</b>	<b>X</b>	<b>X</b>	
ATM Host-Link	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

(C)(X)

(N)(X)

(N)(X)

(N)(X)

(C)(X)

**(1) Standard VCC/VPC**

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

**(2) Circuit Emulation Service (CES) VCC**

CES VCCs provide logical connection between an CES port and another ATM port. CES VCC is to be used in conjunction with CES Port Only. CES VCCs are always provisioned with CBR Quality of Service and a PIR traffic parameter of 1.755 Mbps. A CES DS1 VCC cannot be provisioned to an ATM DS1 UNI Port. CES VCCs are not available in all regions. See table above for CES VCC availability.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.D VCC/VPC Types (Continued)****(3) Frame Relay to ATM Service (FRATM) VCC**

A FRATM VCC is established to connect two Customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC is provisioned with VBR-nrt Quality of Service on the ATM portion, and Standard Quality of Service on the Frame Relay portion. The FRATM VCC is priced based upon the ATM SIR value selected.

**(4) Disaster Recovery VCC**

Disaster Recovery VCCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

Disaster Recovery VCCs are provisioned based upon an initial order from the Customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors.

**(5) Alternate Routing VCC**

Alternate Routing VCCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCCs are provisioned based upon an initial order from the Customer and available at all times. The remote Customer location is provisioned with two active VCCs, one end to the primary Customer location and one end to the backup Customer location.

(C)(X)

(C)(X)

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.D VCC/VPC Types (Continued)****(6) Multicasting VCC**

Multicasting VCCs are used to communicate uni-directionally from one location to many locations. It allows Customer Equipment to send cells into the Company ATM network over a specially designated Multicast VCC. The cells are replicated and sent across various VCCs defined on the same port as the Multicast VCC. Multicast VCCs are used in conjunction with the VBR-nrt Quality of Service and SIR traffic parameter. Multicasting VCCs are not available in all regions. See table in Section 4.7.8.D for Multicasting VCC availability.

**(7) ATM Host-Link**

ATM Host-Link gives the Customer the option to purchase multiple VPCs from the Company's ATM network to provide ATM connectivity for Digital Subscriber Line (DSL) Transport Services, including Wholesale DSL Transport Service and Remote LAN DSL Transport Service (see Sections 6 and 7 for provisioning of ATM connectivity with DSL Transport Services). Customer must obtain access to Company's ATM network by purchasing UNI Port and Access/Port Only or B-ICI Port and Access/Port Only. ATM Host-Link is offered only for DSL Transport connectivity and is applicable for all interfaces. ATM Host-Link will contain up to 10 VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and 200 VPCs for OC-3. If required, additional ATM Host-Link VPCs (exceeding the quantities designated above) may be purchased individually as indicated in Section 4.8, following.

(N)(X)

(N)(X)

(C)(X)

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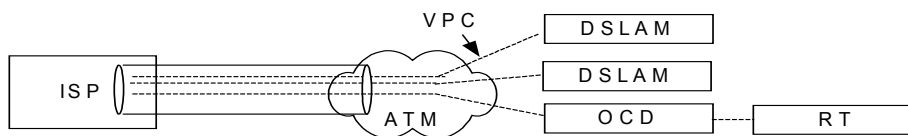
## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(C)(X)

**4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.D VCC/VPC Types (Continued)****(7) ATM Host-Link (Continued)****ASI-West Region**

The following ASI-West diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-West Region, Customer must purchase a VPC to each DSLAM in the LATA in which Customer requests Service. In cases where Company utilizes Optical Concentration Devices (OCDs) to connect to remote terminals (RTs) to provision DSL Transport, a VPC to each selected central office with an OCD in the LATA is required. In Company DSLAMS or OCDs that have become exhausted (no ports available), a VPC to an alternate Company DSLAM/OCD in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

**ATM Service rate example without Host-Link option:**

Customer in ASI-West Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer purchases DS1 ATM UNI Port & Access from the Customer location to the Company ATM network. Customer needs three (3) VPCs, one to access an OCD/RT in one central office and the others to access two DSLAMs located in separate central offices. The charges<sup>(1)</sup> are calculated as follows:

Monthly	NRC
\$620.00 (DS1 UNI Port and Access)	\$0.00 (DS1 UNI Port and Access)
+\$100.00 (\$50 x 2 Standard UBR VPCs)	+\$0.00 (Standard UBR VPCs
<b>\$720.00</b>	<b>\$0.00 under 3 year TPP)</b>

**Rate example using Same Customer scenario, but with Host-Link option:**

Monthly	NRC
\$620.00 (DS1 UNI Port and Access)	\$0.00 (DS1 UNI Port and Access)
+\$ 75.00 (1 DS1 ATM Host-Link)	+\$0.00 (1 DS1 ATM Host-Link)
<b>\$695.00</b>	<b>\$0.00</b>

(1) The rates can be found in Section 4.8, following.

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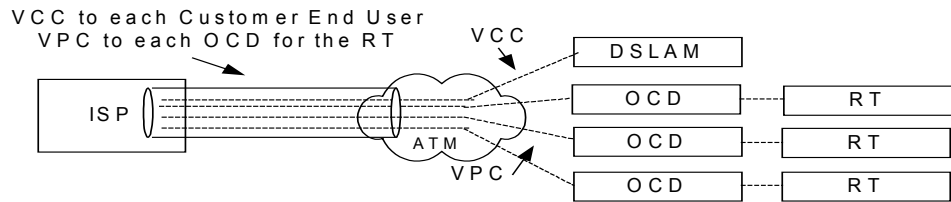
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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.D VCC/VPC Types (Continued)****(7) ATM Host-Link (Continued)****ASI-Central Region**

The following ASI-Central diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-Central Region, VC provisioning gives Customer access to all central office based DSLAMs in the LATA in which Customer requests Service. In cases where Company utilizes Optical Concentration Devices (OCDs) to connect to remote terminals (RTs) to provision DSL Transport, the VPC to each selected central office with an OCD will be provided at no charge. In Company OCDs that have become exhausted (no ports available), a VPC to an alternate Company OCD in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

**ATM Service rate example without Host-Link option:**

Customer in ASI-Central Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer purchases DS1 ATM UNI Port & Access from the Customer premises to the Company ATM network. The charges<sup>(1)</sup> are calculated as follows:

<b>Monthly</b>	<b>NRC</b>
\$620.00 (DS1 UNI Port and Access)	\$0.00 (DS1 UNI Port and Access)

**Rate example using Same Customer scenario, but with Host-Link option:**

<b>Monthly</b>	<b>NRC</b>
\$620.00 (DS1 UNI Port and Access)	\$0.00 (DS1 UNI Port and Access)
+\$ 75.00 (1 DS1 ATM Host-Link)	+\$0.00 (1 DS1 ATM Host-Link)
<b>\$695.00</b>	<b>\$0.00</b>

(1) The rates can be found in Section 4.8, following.

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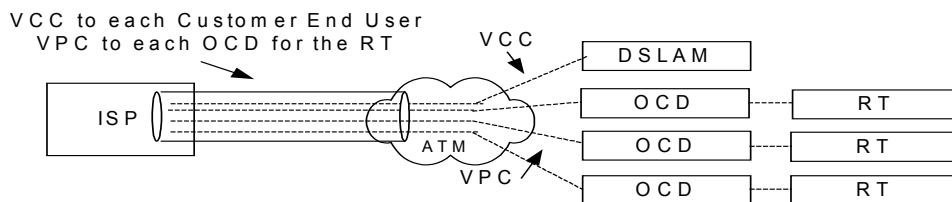
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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.D VCC/VPC Types (Continued)****(7) ATM Host-Link (Continued)****ASI-Northeast Region**

The following ASI-Northeast diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport, as well as rate examples:



In the ASI-Northeast Region, VC provisioning gives Customer access to all central office based DSLAMs in the LATA in which Customer requests Service. In cases where Company utilizes Optical Concentration Devices (OCDs) to connect to remote terminals (RTs) to provision DSL Transport, the VPC to each selected central office with an OCD will be provided at no charge. In Company OCDs that have become exhausted (no ports available), a VPC to an alternate Company OCD in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

**ATM Service rate example without Host-Link option:**

Customer in ASI-Northeast Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer purchases DS1 ATM UNI Port & Access from the Customer premises to the Company ATM network. The charges<sup>(1)</sup> are calculated as follows:

<b>Monthly</b>	<b>NRC</b>
\$620.00 (DS1 UNI Port and Access)	\$0.00 (DS1 UNI Port and Access)

**Rate example using Same Customer scenario, but with Host-Link option:**

<b>Monthly</b>	<b>NRC</b>
\$620.00 (DS1 UNI Port and Access)	\$0.00 (DS1 UNI Port and Access)
+\$ 75.00 (1 DS1 ATM Host-Link)	+\$0.00 (1 DS1 ATM Host-Link)
<b>\$695.00</b>	<b>\$0.00</b>

(1) The rates can be found in Section 4.8, following.

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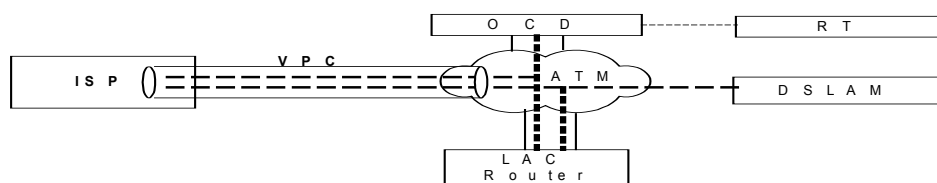
## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

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**4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.D VCC/VPC Types (Continued)****(7) ATM Host-Link (Continued)****ASI-North Region**

The following ASI-North diagram illustrates a generic view of the provisioning of ATM connectivity for DSL Transport:



In the ASI-North Region, Layer Two Tunneling Protocol (L2TP) provisioning provides access to all DSLAMs in the LATA in which Customer requests Service. In cases where Company utilizes Optical Concentration Devices (OCDs) to connect to remote terminals (RTs) to provision DSL Transport, the same VPC also provides access to all remote terminals in the LATA.

**ATM Service rate example without Host-Link option:**

Customer in ASI-North Region requests ATM with DSL Transport connectivity under a three (3) year TPP. Customer purchases DS1 ATM UNI Port & Access from the Customer premises to the Company ATM network. Customer needs one (1) VPC for the LATA. The charges<sup>(1)</sup> are calculated as follows:

**Monthly**

\$620.00 (DS1 UNI Port and Access)  
+\$ 50.00 (\$50 x 1 Standard UBR VPC)  
**\$670.00**

**NRC**

\$0.00 (DS1 UNI Port and Access)  
+\$0.00 (Standard UBR VPC)  
**\$0.00** under 3 Year TPP)

**Rate example using Same Customer scenario, but with Host-Link option:****Monthly**

\$620.00 (DS1 UNI Port and Access)  
+\$ 75.00 (1 DS1 ATM Host-Link)  
**\$695.00**

**NRC**

\$0.00 (DS1 UNI Port and Access)  
+\$0.00 (1 DS1 ATM Host-Link)  
**\$0.00**

(1) The rates can be found in Section 4.8, following.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.E Quality of Service (QoS)**

The PVC Quality of Service required is based upon the traffic parameter selected. Quality of Service parameters may vary by region, as shown below.

Quality of Service	West	Central	North	Northeast
CBR	X	X	X	X
VBR-rt	X	X	X	
VBR-nrt	X	X	X	X
UBR	X	X	X	X
UBR for DSL Transport	X	X	X	X

**(1) Constant Bit Rate (CBR)**

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are video and data streaming. When choosing CBR, Customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) Traffic Parameters. The PIR is used to determine the price.

**(2) Variable Bit Rate - real time (VBR-rt)**

VBR-rt supports traffic transmission levels for applications where the PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay. When choosing VBR-rt, Customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters. The PIR is used to determine the price. VBR-rt QoS is not available in all regions. See table above for VBR-rt QoS availability.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.7 Service Components (Continued)****4.7.8 Permanent Virtual Circuits (PVCs) (Continued)****4.7.8.E Quality of Service (QoS) (Continued)****(3) Variable Bit Rate - non real time (VBR-nrt)**

VBR-nrt supports traffic transmission levels for applications where the PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers. When choosing VBR-nrt, Customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters. The SIR is used to determine the price.

**(4) Unspecified Bit Rate (UBR)**

UBR supports the transmission of a continuous bit stream of traffic for delay-tolerant applications such as data file transfers. When choosing UBR, Customer must specify the Peak Information Rate (PIR) traffic parameter. The PIR value cannot be greater than the port speed. Customers wishing to oversubscribe may purchase additional UBR connections.

**(5) Unspecified Bit Rate (UBR) for Wholesale/R-LAN DSL Transport**

When using ATM connectivity for Wholesale/R-LAN DSL Transport, the PIR value must equal the corresponding port speed for port speeds up to DS3 interface. Port speeds above DS3 will require DS3 VPCs. ATM subrate port speeds cannot be purchased for use with Wholesale/R-LAN DSL Transport.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

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**4.8 Rates**

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Band-width	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	\$528(N)	NA	\$507(C)(I)(R)	\$600(C)(R)	\$486(N)	\$600(N)	\$460(C)(I)(R)	\$0	\$400(C)(I)	\$0(C)
Subrate DS3	20 Mbps	\$2,002(N)	NA	\$1,784(C)(R)	\$1,250(C)(I)(R)	\$1,586(N)	\$1,250(N)	\$1,370(C)(R)	\$0(C)	\$1,154(C)(R)	\$0(C)
DS3	40 Mbps	\$2,799(N)	NA	\$2,573(C)(I)(R)	\$1,250(C)(R)	\$2,287(N)	\$1,250(N)	\$1,975(C)(I)(R)	\$0(C)	\$1,663(C)(I)(R)	\$0(C)
Subrate OC-3c	50 Mbps	\$3,325(N)	NA	\$3,150(C)(I)	\$1,500(C)(R)	\$2,977(N)	\$1,500(N)	\$2,954(C)(I)(R)	\$0(C)	\$2,938(C)(I)	\$0(C)
Subrate OC-3c	100 Mbps	\$3,793(N)	NA	\$3,618(C)(I)	\$1,500(C)(R)	\$3,345(N)	\$1,500(N)	\$3,238(C)(I)(R)	\$0(C)	\$3,128(C)(I)(R)	\$0(C)
OC-3c	149 Mbps	\$4,110(N)	NA	\$3,835(C)(I)(R)	\$1,500(C)(R)	\$3,662(N)	\$1,500(N)	\$3,505(C)(I)(R)	\$0(C)(R)	\$3,345(C)(I)(R)	\$0(C)(R)
OC-12c	599 Mbps	\$8,220	NA	\$7,670	\$1,500	\$7,324	\$1,500	\$7,009	\$0	\$6,690	\$0

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IMA UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Band-width	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s	3 Mbps	\$986(N)	NA	\$887(C)(I)	\$1,200(C)(R)	\$851(N)	\$1,200(N)	\$805(C)(I)	\$0	\$700(C)(I)	\$0(C)
3 DS1s	4.6 Mbps	\$1,094(N)	NA	\$1,014(C)(I)	\$1,200(C)(R)	\$972(N)	\$1,200(N)	\$920(C)(I)	\$0	\$800(C)(I)	\$0(C)
4 DS1s	6.7 Mbps	\$1,288(N)	NA	\$1,141(C)(I)	\$1,200(C)(R)	\$1,094(N)	\$1,200(N)	\$1,035(C)(I)	\$0	\$900(C)(I)	\$0(C)
5 DS1s	7.6 Mbps	\$1,446	NA	\$1,293	\$1,200	\$1,239	\$1,200	\$1,173	\$0	\$1,020	\$0
6 DS1s	9.2 Mbps	\$1,605	NA	\$1,445	\$1,200	\$1,385	\$1,200	\$1,311	\$0	\$1,140	\$0
7 DS1s	10.7 Mbps	\$1,763	NA	\$1,597	\$1,200	\$1,531	\$1,200	\$1,449	\$0	\$1,260	\$0
8 DS1s	12.2 Mbps	\$2,023(N)	NA	\$1,850(C)(I)	\$1,200(C)(R)	\$1,701(N)	\$1,200(N)	\$1,610(C)(I)(R)	\$0(C)	\$1,465(C)(I)(R)	\$0(C)

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B-ICI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Band-width	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5 Mbps	\$1,598(N)	NA	\$1,405(C)(I)	\$600(C)(R)	\$1,213(N)	\$600(N)	\$1,020(C)(I)(R)	\$0(C)	\$824(C)(I)(R)	\$0(C)
DS3	40 Mbps	\$3,049(N)	NA	\$2,823(C)(I)	\$1,250(C)(R)	\$2,537(N)	\$1,250(N)	\$2,225(C)(R)	\$0(C)	\$1,913(C)(R)	\$0(C)
OC-3c	149 Mbps	\$4,610(N)	NA	\$4,335(C)(R)	\$1,500(C)(R)	\$4,162(N)	\$1,500(N)	\$4,005(C)(I)(R)	\$0(C)	\$3,845(C)(I)(R)	\$0(C)
OC-12c	599 Mbps	\$8,720	NA	\$8,170	\$1,500	\$7,824	\$1,500	\$7,509	\$0	\$7,190	\$0

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.8 Rates (Continued)**

CES Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$548(N)	NA	\$527(C)(I)	\$850(C)(I)	\$506(N)	\$850(N)	\$480(N)	\$0(N)	\$420(N)	\$0(N)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1.5Mbps	\$528(N)	NA	\$507(C)(I)(R)	\$600(C)(R)	\$486(N)	\$600(N)	\$460(C)(I)(R)	\$0	\$400(C)(I)	\$0(C)
Access	1.5Mbps	\$182(N)	NA	\$175(C)	\$400(C)	\$167(N)	\$400(N)	\$160(C)	\$0(C)	\$156(C)	\$0(C)
Total DS1 Port and Access	1.5Mbps	\$710(N)	NA	\$682(C)(I)(R)	\$1,000(C)(R)	\$653(N)	\$1,000(N)	\$620(I)(R)	\$0	\$556(I)	\$0
Subrate DS3 Port	20Mbps	\$2,002(N)	NA	\$1,784(C)(R)	\$1,250(C)(I)(R)	\$1,586(N)	\$1,250(N)	\$1,370(C)(R)	\$0(C)	\$1,154(C)(R)	\$0(C)
Access	20Mbps	\$2,368(N)	NA	\$2,345(C)	\$1,250(C)	\$2,321(N)	\$1,250(N)	\$1,800(C)	\$0(C)	\$1,516(C)	\$0(C)
Total Subrate DS3 Port and Access	20Mbps	\$4,370(N)	NA	\$4,129(C)(I)	\$2,500(C)(R)	\$3,907(N)	\$2,500(N)	\$3,170(I)(R)	\$0	\$2,670(C)(R)	\$0
DS3 Port	40Mbps	\$2,799(N)	NA	\$2,573(C)(I)(R)	\$1,250(C)(R)	\$2,287(N)	\$1,250(N)	\$1,975(C)(I)(R)	\$0(C)	\$1,663(C)(I)(R)	\$0(C)
Access	40Mbps	\$2,368(N)	NA	\$2,345(C)	\$1,250(C)	\$2,321(N)	\$1,250(N)	\$1,800(C)	\$0(C)	\$1,516(C)	\$0(C)
Total DS3 Port and Access	40Mbps	\$5,167(N)	NA	\$4,918(C)(I)	\$2,500(C)(I)(R)	\$4,608(N)	\$2,500(N)	\$3,775(I)(R)	\$0	\$3,179(I)(R)	\$0
Subrate OC-3c Port	50Mbps	\$3,325(N)	NA	\$3,150(C)(I)	\$1,500(C)(R)	\$2,977(N)	\$1,500(N)	\$2,954(C)(I)(R)	\$0(C)	\$2,938(C)(I)	\$0(C)
Access	50Mbps	\$2,600(N)	NA	\$2,575(C)	\$3,000(C)	\$2,548(N)	\$3,000(N)	\$1,976(C)	\$0(C)	\$1,765(C)	\$0(C)
Total Subrate OC-3c Port and Access	50Mbps	\$5,925(N)	NA	\$5,725(C)(I)	\$4,500(C)(I)	\$5,525(N)	\$4,500(N)	\$4,930(C)(I)(R)	\$0(C)	\$4,703(C)(I)(R)	\$0(C)
Subrate OC-3c Port	50Mbps	\$3,325(N)	NA	\$3,150(C)(I)	\$1,500(C)(R)	\$2,977(N)	\$1,500(N)	\$2,954(C)(I)(R)	\$0	\$2,938(C)(I)	\$0
Access (Protected)	50Mbps	\$3,600(N)	NA	\$3,575(C)	\$3,000(C)	\$3,548(N)	\$3,000(N)	\$2,976(C)	\$0(C)	\$2,765(C)	\$0(C)
Total Subrate OC-3c Port and Access (Protected)	50Mbps	\$6,925(N)	NA	\$6,725(C)(I)	\$4,500(C)(I)	\$6,525(N)	\$4,500(N)	\$5,930(C)(I)	\$0(C)	\$5,703(C)(I)	\$0(C)
OC-3c Port	100Mbps	\$3,793(N)	NA	\$3,618(C)(I)	\$1,500(C)(R)	\$3,345(N)	\$1,500(N)	\$3,238(C)(I)(R)	\$0(C)	\$3,128(C)(I)(R)	\$0(C)
Access	100Mbps	\$2,600(N)	NA	\$2,575(C)	\$3,000(C)	\$2,548(N)	\$3,000(N)	\$1,976(C)	\$0(C)	\$1,765(C)	\$0(C)
Total OC-3c Port and Access	100Mbps	\$6,393(N)	NA	\$6,193(C)(I)	\$4,500(C)(I)	\$5,893(N)	\$4,500(N)	\$5,214(C)(I)(R)	\$0(C)	\$4,893(C)(I)(R)	\$0(C)
OC-3c Port	100Mbps	\$3,793(N)	NA	\$3,618(C)(I)	\$1,500(C)(R)	\$3,345(N)	\$1,500(N)	\$3,238(C)(I)(R)	\$0(C)	\$3,128(C)(I)(R)	\$0(C)
Access (Protected)	100Mbps	\$3,600(N)	NA	\$3,575(C)	\$3,000(C)	\$3,548(N)	\$3,000(N)	\$2,976(C)	\$0(C)	\$2,765(C)	\$0(C)
Total OC-3c Port and Access (Protected)	100Mbps	\$7,393(N)	NA	\$7,193(C)(I)	\$4,500(C)(I)	\$6,893(N)	\$4,500(N)	\$6,214(C)(I)(R)	\$0(C)	\$5,893(C)(I)	\$0(C)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

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**4.8 Rates (Continued)**

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
OC-3c Port	149 Mbps	\$4,110 (N)	NA	\$3,835 (C)(I)(R)	\$1,500 (C)(R)	\$3,662 (N)	\$1,500 (N)	\$3,505 (C)(I)(R)	\$0 (C)(R)	\$3,345 (C)(I)(R)	\$0 (C)(R)
Access	149 Mbps	\$2,600 (N)	NA	\$2,575 (C)	\$3,000 (C)	\$2,548 (N)	\$3,000 (N)	\$1,976 (C)	\$0	\$1,765 (C)	\$0
Total OC-3c Port and Access	149 Mbps	\$6,710 (N)	NA	\$6,410 (C)(I)	\$4,500 (C)(I)(R)	\$6,210 (N)	\$4,500 (N)	\$5,481 (C)(I)(R)	\$0 (C)(R)	\$5,110 (C)(I)(R)	\$0 (C)(R)
OC-3c Port	149 Mbps	\$4,110 (N)	NA	\$3,835 (C)(I)(R)	\$1,500 (C)(R)	\$3,662 (N)	\$1,500 (N)	\$3,505 (C)(I)(R)	\$0 (C)(R)	\$3,345 (C)(I)(R)	\$0 (C)(R)
Access (Protected)	149 Mbps	\$3,600 (N)	NA	\$3,575 (C)	\$3,000 (C)	\$3,548 (N)	\$3,000 (N)	\$2,976 (C)	\$0	\$2,765 (C)	\$0
Total OC-3c Port and Access (Protected)	149 Mbps	\$7,710 (N)	NA	\$7,410 (C)(I)	\$4,500 (C)(I)	\$7,210 (N)	\$4,500 (N)	\$6,481 (C)(I)	\$0	\$6,110 (C)(I)	\$0
OC-12c* Port	599 Mbps	\$8,220	NA	\$7,670	\$1,500	\$7,324	\$1,500	\$7,009	\$0	\$6,690	\$0
Access	599 Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c* Port and Access	599 Mbps	\$13,362	NA	\$12,356	\$7,500	\$12,010	\$7,500	\$10,895	\$0	\$9,652	\$0
OC-12c* Port	599 Mbps	\$8,220	NA	\$7,620	\$1,500	\$7,324	\$1,500	\$7,009	\$0	\$6,690	\$0
Access (Protected)	599 Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c* Port and Access (Protected)	599 Mbps	\$14,362	NA	\$13,356	\$7,500	\$13,010	\$7,500	\$11,895	\$0	\$10,652	\$0

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IMA UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s Port	3Mbps	\$986 (N)	NA	\$887 (C)(I)	\$1,200 (C)(R)	\$851 (N)	\$1,200 (N)	\$805 (C)(I)	\$0	\$700 (C)(I)	\$0(C)
Access	3Mbps	\$364 (N)	NA	\$350 (C)	\$800 (C)	\$334 (N)	\$800 (N)	\$320 (C)	\$0	\$312 (C)	\$0
Total 2 DS1s Port and Access	3Mbps	\$1,350 (N)	NA	\$1,237 (C)(R)	\$2,000 (C)(I)	\$1,185 (N)	\$2,000 (N)	\$1,125 (C)(R)	\$0	\$1,012 (C)(I)	\$0
3 DS1s Port	4.6Mbps	\$1,094 (N)	NA	\$1,014 (C)(I)	\$1,200 (C)(R)	\$972 (N)	\$1,200 (N)	\$920 (C)(I)	\$0	\$800 (C)(I)	\$0(C)
Access	4.6Mbps	\$546 (N)	NA	\$525 (C)	\$1,200 (C)	\$501 (N)	\$1,200 (N)	\$480 (C)	\$0	\$468 (C)	\$0
Total 3 DS1s Port and Access	4.6Mbps	\$1,640 (N)	NA	\$1,539 (C)(R)	\$2,400 (C)(I)	\$1,473 (N)	\$2,400 (N)	\$1,400 (C)(R)	\$0	\$1,268 (C)(R)	\$0

\* OC-12c rates do not include applicable Interoffice Mileage.

(N)(X)

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(Issued under Transmittal No. 11)

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By:

John S. Habeeb – Director Regulatory  
SBC Advanced Solutions, Inc.  
300 Convent, 19<sup>th</sup> Floor  
San Antonio, Texas 78205

## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)****4.8 Rates (Continued)**

IMA UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
4 DS1s Port	6.7Mbps	\$1,288 (N)	NA	\$1,141 (C)(I)	\$1,200 (C)(R)	\$1,094 (N)	\$1,200 (N)	\$1,035 (C)(I)	\$0	\$900 (C)(I)	\$0(C)
Access	6.7Mbps	\$728 (N)	NA	\$700 (C)	\$1,600 (C)	\$668 (N)	\$1,600 (N)	\$640 (C)	\$0(C)	\$624(C)	\$0(C)
Total 4 DS1s Port and Access	6.7Mbps	\$2,016 (N)	NA	\$1,841 (C)(I)(R)	\$2,800 (C)(I)	\$1,762 (N)	\$2,800 (N)	\$1,675 (C)(I)(R)	\$0(C)	\$1,524 (C)(I)(R)	\$0(C)
5 DS1s Port	7.6Mbps	\$1,446	NA	\$1,293	\$1,200	\$1,239	\$1,200	\$1,173	\$0	\$1,020	\$0
Access	7.6Mbps	\$910	NA	\$875	\$2,000	\$835	\$2,000	\$800	\$0	\$780	\$0
Total 5 DS1s Port and Access	7.6Mbps	\$2,356	NA	\$2,168	\$3,200	\$2,074	\$3,200	\$1,973	\$0	\$1,800	\$0
6 DS1s Port	9.2Mbps	\$1,605	NA	\$1,445	\$1,200	\$1,385	\$1,200	\$1,311	\$0	\$1,140	\$0
Access	9.2Mbps	\$1,092	NA	\$1,050	\$2,400	\$1,002	\$2,400	\$960	\$0	\$936	\$0
Total 6 DS1s Port and Access	9.2Mbps	\$2,697	NA	\$2,495	\$3,600	\$2,387	\$3,600	\$2,271	\$0	\$2,076	\$0
7 DS1s Port	10.7Mbps	\$1,763	NA	\$1,597	\$1,200	\$1,531	\$1,200	\$1,449	\$0	\$1,260	\$0
Access	10.7Mbps	\$1,274	NA	\$1,225	\$2,800	\$1,169	\$2,800	\$1,120	\$0	\$1,092	\$0
Total 7 DS1s Port and Access	10.7Mbps	\$3,037	NA	\$2,822	\$4,000	\$2,700	\$4,000	\$2,569	\$0	\$2,352	\$0
8 DS1s Port	12.2Mbps	\$2,023 (N)	NA	\$1,850 (C)(I)	\$1,200 (C)(R)	\$1,701 (N)	\$1,200 (N)	\$1,610 (C)(I)(R)	\$0(C)	\$1,465 (C)(I)(R)	\$0(C)
Access	12.2Mbps	\$1,456 (N)	NA	\$1,400 (C)	\$3,200 (C)	\$1,336 (N)	\$3,200 (N)	\$1,280 (C)	\$0(C)	\$1,248 (C)	\$0(C)
Total 8 DS1s Port and Access	12.2Mbps	\$3,479 (N)	NA	\$3,250 (C)(I)	\$4,400 (C)(I)	\$3,037 (N)	\$4,400 (N)	\$2,890 (C)(I)	\$0(C)	\$2,713 (C)(I)	\$0(C)

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(X)

**4.8 Rates (Continued)**

B-ICI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1.5Mbps	\$1,598 (N)	NA	\$1,405 (C)(I)	\$600 (C)(R)	\$1,213 (N)	\$600(N)	\$1,020 (C)(I)(R)	\$0(C)	\$824 (C)(I)(R)	\$0 (C)
Access	1.5Mbps	\$182 (N)	NA	\$175 (C)	\$400(C)	\$167 (N)	\$400(N)	\$160(C)	\$0	\$156(C)	\$0
Total DS1 Port and Access	1.5Mbps	\$1,780 (N)	NA	\$1,580 (C)(I)	\$1,000 (C)(R)	\$1,380 (N)	\$1,000 (N)	\$1,180(C) (C)(R)	\$0	\$980 (C)(R)	\$0
DS3 Port	40Mbps	\$3,049 (N)	NA	\$2,823 (C)(I)	\$1,250 (C)(R)	\$2,537 (N)	\$1,250 (N)	\$2,225 (C)(R)	\$0(C)	\$1,913 (C)(R)	\$0 (C)
Access	40Mbps	\$2,368 (N)	NA	\$2,345 (C)	\$1,250 (C)	\$2,321 (N)	\$1,250 (N)	\$1,800 (C)	\$0	\$1,516 (C)	\$0
Total DS3 Port and Access	40Mbps	\$5,417 (N)	NA	\$5,168 (C)(I)	\$2,500 (C)(R)	\$4,858 (N)	\$2,500 (N)	\$4,025 (C)(I)(R)	\$0	\$3,429 (C)(I)(R)	\$0
OC-3c Port	149Mbps	\$4,610 (N)	NA	\$4,335 (C)(R)	\$1,500 (C)(R)	\$4,162 (N)	\$1,500 (N)	\$4,005 (C)(I)(R)	\$0(C)	\$3,845 (C)(I)(R)	\$0 (C)
Access	149Mbps	\$2,600 (N)	NA	\$2,575 (C)	\$3,000 (C)	\$2,548 (N)	\$3,000(N)	\$1,976 (C)	\$0	\$1,765 (C)	\$0
Total OC-3c Port and Access	149Mbps	\$7,210 (N)	NA	\$6,910 (C)(I)	\$4,500 (C)(I)	\$6,710 (N)	\$4,500 (N)	\$5,981 (C)(I)(R)	\$0	\$5,610 (C)(I)(R)	\$0
OC-3c Port	149Mbps	\$4,610 (N)	NA	\$4,335 (C)(R)	\$1,500 (C)(R)	\$4,162 (N)	\$1,500 (N)	\$4,005 (C)(I)(R)	\$0(C)	\$3,845 (C)(I)(R)	\$0 (C)
Access (Protected)	149Mbps	\$3,600 (N)	NA	\$3,575 (C)	\$3,000 (C)	\$3,548 (N)	\$3,000 (N)	\$2,976 (C)	\$0	\$2,765 (C)	\$0
Total OC-3c Port and Access (Protected)	149Mbps	\$8,210 (N)	NA	\$7,910 (C)(I)	\$4,500 (C)(I)	\$7,710 (N)	\$4,500 (N)	\$6,981 (C)(I)	\$0	\$6,610 (C)(I)	\$0
OC-12c* Port	599Mbps	\$8,720	NA	\$8,170	\$1,500	\$7,824	\$1,500	\$7,509	\$0	\$7,190	\$0
Access	599Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c* Port and Access	599Mbps	\$13,862	NA	\$12,856	\$7,500	\$12,510	\$7,500	\$11,395	\$0	\$10,152	\$0
OC-12c* Port	599Mbps	\$8,720	NA	\$8,170	\$1,500	\$7,824	\$1,500	\$7,509	\$0	\$7,190	\$0
Access (Protected)	599Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c* Port and Access (Protected)	599Mbps	\$14,862	NA	\$13,856	\$7,500	\$13,510	\$7,500	\$12,395	\$0	\$11,152	\$0

(N)

OC-12 Interoffice Mileage	Out of Term		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fixed	\$3,632	NA	\$3,182	NA	\$3,182	NA	\$2,595	NA	\$2,035	NA
Per Mile	\$775	NA	\$665	NA	\$665	NA	\$563	NA	\$530	NA

\* OC-12c rates do not include applicable Interoffice Mileage.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(X)

**4.8 Rates (Continued)**

Speed	Standard PVCs - Monthly								NRC*
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
8Kbps	\$2(N)	\$3(N)	\$3(N)	\$4(N)	\$6(N)	\$8(N)	\$7(N)	\$9(N)	\$60(N)
16Kbps	\$2(N)	\$3(N)	\$3(N)	\$4(N)	\$6(N)	\$8(N)	\$7(N)	\$9(N)	\$60(N)
32Kbps	\$2(N)	\$3(N)	\$3(N)	\$4(N)	\$6(N)	\$8(N)	\$7(N)	\$9(N)	\$60(N)
48Kbps	\$2(N)	\$3(N)	\$3(N)	\$4(N)	\$6(N)	\$8(N)	\$7(N)	\$9(N)	\$60(N)
56Kbps	\$2(N)	\$3(N)	\$3(N)	\$4(N)	\$6(N)	\$8(N)	\$7(N)	\$9(N)	\$60(N)
64Kbps	\$2(N)	\$3(N)	\$3(C)(I)	\$4(C)(I)	\$6(C)(I)	\$8(C)(I)	\$7(C)(I)	\$9(C)(I)	\$60(C)(I)
128Kbps	\$3(N)	\$4(N)	\$5(C)	\$6(C)(I)	\$6(C)(I)	\$8(C)(I)	\$7(C)(I)	\$9(C)(I)	\$60(C)(I)
192Kbps	\$5(N)	\$6(N)	\$8(C)(I)	\$9(C)(I)	\$9(C)(I)	\$12(C)(I)	\$10(C)(I)	\$13(C)(I)	\$60(C)(I)
256Kbps	\$7(N)	\$8(N)	\$10(C)	\$13(C)(I)	\$13(C)(I)	\$16(C)(I)	\$13(C)	\$17(C)(I)	\$60(C)(I)
320Kbps	\$8(N)	\$10(N)	\$13(C)(I)	\$16(C)(I)	\$16(C)(I)	\$20(C)(I)	\$17(C)(I)	\$21(C)(I)	\$60(C)(I)
384Kbps	\$10(N)	\$13(N)	\$15(C)	\$19(C)(I)	\$19(C)(I)	\$23(C)(I)	\$20(C)(I)	\$25(C)(I)	\$60(C)(I)
448Kbps	\$12(N)	\$15(N)	\$18(C)(I)	\$22(C)(I)	\$22(C)(I)	\$27(C)(I)	\$23(C)(I)	\$29(C)(I)	\$60(C)(I)
512Kbps	\$13(N)	\$17(N)	\$20(C)	\$25(C)(I)	\$25(C)(I)	\$31(C)(I)	\$27(C)(I)	\$33(C)(I)	\$60(C)(I)
576Kbps	\$15(N)	\$19(N)	\$23(C)(I)	\$28(C)(I)	\$28(C)(I)	\$35(C)(I)	\$30(C)(I)	\$38(C)(I)	\$60(C)(I)
640Kbps	\$17(N)	\$21(N)	\$25(C)	\$31(C)(I)	\$31(C)(I)	\$39(C)(I)	\$33(C)(I)	\$42(C)(I)	\$60(C)(I)
704Kbps	\$18(N)	\$23(N)	\$28(C)(I)	\$34(C)(I)	\$34(C)(I)	\$43(C)(I)	\$37(C)(I)	\$46(C)(I)	\$60(C)(I)
768Kbps	\$20(N)	\$25(N)	\$30(C)	\$38(C)(I)	\$38(C)(I)	\$47(C)(I)	\$40(C)(I)	\$50(C)(I)	\$60(C)(I)
832Kbps	\$22(N)	\$27(N)	\$33(C)(I)	\$41(C)(I)	\$41(C)(I)	\$51(C)(I)	\$43(C)(I)	\$54(C)(I)	\$60(C)(I)
896Kbps	\$23(N)	\$29(N)	\$35(C)	\$44(C)(I)	\$44(C)(I)	\$55(C)(I)	\$47(C)(I)	\$58(C)(I)	\$60(C)(I)
960Kbps	\$25(N)	\$31(N)	\$38(C)(I)	\$47(C)(I)	\$47(C)(I)	\$59(C)(I)	\$50(C)(I)	\$63(C)(I)	\$60(C)(I)
1000Kbps	\$25(N)	\$31(N)	\$50(C)(I)	\$63(C)(I)	\$69(C)(I)	\$86(C)(I)	\$75(C)(I)	\$94(C)(I)	\$60(C)(I)
1024Kbps	\$27(N)	\$33(N)	\$40(C)	\$50(C)(I)	\$50(C)(I)	\$63(C)(I)	\$53(C)(I)	\$67(C)(I)	\$60(C)(I)
1536Kbps	\$40(C)(R)	\$50(C)(R)	\$60(C)	\$75(C)(I)	\$75(C)(I)	\$94(C)(I)	\$80(C)(I)	\$100(C)(I)	\$60(C)(I)
2Mbps	\$30(N)	\$38(N)	\$60(C)(I)	\$75(C)(I)	\$83(C)(I)	\$103(C)(I)	\$90(C)(I)	\$113(C)(I)	\$60(C)(I)
3Mbps	\$35(N)	\$44(N)	\$70(C)(I)	\$88(C)(I)	\$96(C)(I)	\$120(C)(I)	\$105(C)(I)	\$131(C)(I)	\$60(C)(I)
4Mbps	\$40(N)	\$50(N)	\$80(C)(I)	\$100(C)(I)	\$110(C)(I)	\$138(C)(I)	\$120(C)(I)	\$150(C)(I)	\$60(C)(I)
5Mbps	\$45(N)	\$56(N)	\$90(C)(I)	\$113(C)(I)	\$124(C)(I)	\$155(C)(I)	\$135(C)(I)	\$169(C)(I)	\$60(C)(I)
6Mbps	\$50(N)	\$63(N)	\$100(C)(I)	\$125(C)(I)	\$138(C)(I)	\$172(C)(I)	\$150(C)(I)	\$188(C)(I)	\$60(C)(I)
7Mbps	\$55(N)	\$69(N)	\$110(C)(I)	\$138(C)(I)	\$151(C)(I)	\$189(C)(I)	\$165(C)(I)	\$206(C)(I)	\$60(C)(I)
8Mbps	\$60(N)	\$75(N)	\$120(C)(I)	\$150(C)(I)	\$165(C)(I)	\$206(C)(I)	\$180(C)(I)	\$225(C)(I)	\$60(C)(I)
9Mbps	\$65(N)	\$81(N)	\$130(C)(I)	\$163(C)(I)	\$179(C)(I)	\$223(C)(I)	\$195(C)(I)	\$244(C)(I)	\$60(C)(I)
10Mbps	\$70(N)	\$88(N)	\$140(C)(I)	\$175(C)(I)	\$193(C)(I)	\$241(C)(I)	\$210(C)(I)	\$263(C)(I)	\$60(C)(I)

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(X)

**4.8 Rates (Continued)**

Speed	Standard PVCs - Monthly								NRC*
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
11Mbps	\$75(N)	\$94(N)	\$150(C)(I)	\$188(C)(I)	\$206(C)(I)	\$258(C)(I)	\$225(C)(I)	\$281(C)(I)	\$60(C)(I)
12Mbps	\$80(N)	\$100(N)	\$160(C)(I)	\$200(C)(I)	\$220(C)(I)	\$275(C)(I)	\$240(C)	\$300(C)(I)	\$60(C)(I)
13Mbps	\$85(N)	\$106(N)	\$170(C)(I)	\$213(C)(I)	\$234(C)(I)	\$292(C)(I)	\$255(C)(R)	\$319(C)(I)	\$60(C)(I)
14Mbps	\$90(N)	\$113(N)	\$180(C)(I)	\$225(C)(I)	\$248(C)(I)	\$309(C)(I)	\$270(C)(R)	\$338(C)(I)	\$60(C)(I)
15Mbps	\$95(N)	\$119(N)	\$190(C)(I)	\$238(C)(I)	\$261(C)(I)	\$327(C)(I)	\$285(C)(R)	\$356(C)(I)	\$60(C)(I)
16Mbps	\$100(N)	\$125(N)	\$200(C)	\$250(C)(I)	\$275(C)(I)	\$344(C)(I)	\$300(C)(R)	\$375(C)(I)	\$60(C)(I)
17Mbps	\$105(N)	\$131(N)	\$210(C)(R)	\$263(C)(I)	\$289(C)(I)	\$361(C)(I)	\$315(C)(R)	\$394(C)(I)	\$60(C)(I)
18Mbps	\$110(N)	\$138(N)	\$220(C)(R)	\$275(C)(I)	\$303(C)(I)	\$378(C)(I)	\$330(C)(R)	\$413(C)(I)	\$60(C)(I)
19Mbps	\$115(N)	\$144(N)	\$230(C)(R)	\$288(C)(I)	\$316(C)(I)	\$395(C)(I)	\$345(C)(R)	\$431(C)(I)	\$60(C)(I)
20Mbps	\$120(N)	\$150(N)	\$240(C)(R)	\$300(C)(I)	\$330(C)(I)	\$413(C)(I)	\$360(C)(R)	\$450(C)(I)	\$60(C)(I)
25Mbps	\$125(N)	\$156(N)	\$250(C)(R)	\$313(C)(I)	\$344(C)(R)	\$430(C)(I)	\$375(C)(R)	\$469(C)(R)	\$60(C)(I)
30Mbps	\$150(N)	\$188(N)	\$300(C)(R)	\$375(C)	\$413(C)(R)	\$516(C)(I)	\$450(C)(R)	\$563(C)(R)	\$60(C)(I)
35Mbps	\$175(N)	\$219(N)	\$350(C)(R)	\$438(C)(I)	\$481(C)(R)	\$602(C)(I)	\$525(C)(R)	\$656(C)(R)	\$60(C)(I)
40Mbps	\$200(C)(R)	\$250(C)(R)	\$400(C)(R)	\$500(C)	\$550(C)(R)	\$688(C)(I)	\$600(C)(R)	\$750(C)(R)	\$60(C)(I)
45Mbps	\$205(N)	\$256(N)	\$410(C)(R)	\$513(C)(R)	\$564(C)(R)	\$705(C)(I)	\$615(C)(R)	\$769(C)(R)	\$60(C)(I)
50Mbps	\$207(N)	\$259(N)	\$414(C)(R)	\$517(C)(R)	\$569(C)(R)	\$711(C)(R)	\$621(C)(R)	\$776(C)(R)	\$60(C)(I)
55Mbps	\$228(N)	\$284(N)	\$455(N)	\$569(N)	\$626(N)	\$782(N)	\$683(N)	\$853(N)	\$60(N)
60Mbps	\$248(N)	\$310(N)	\$497(N)	\$621(N)	\$683(N)	\$853(N)	\$745(N)	\$931(N)	\$60(N)
65Mbps	\$269(N)	\$336(N)	\$538(N)	\$672(N)	\$740(N)	\$925(N)	\$807(N)	\$1,009(N)	\$60(N)
70Mbps	\$290(N)	\$362(N)	\$579(N)	\$724(N)	\$797(N)	\$996(N)	\$869(N)	\$1,086(N)	\$60(N)
75Mbps	\$310(N)	\$388(N)	\$621(N)	\$776(N)	\$853(N)	\$1,067(N)	\$931(N)	\$1,164(N)	\$60(N)
80Mbps	\$331(N)	\$414(N)	\$662(N)	\$828(N)	\$910(N)	\$1,138(N)	\$993(N)	\$1,241(N)	\$60(N)
85Mbps	\$352(N)	\$440(N)	\$703(N)	\$879(N)	\$967(N)	\$1,209(N)	\$1,055(N)	\$1,319(N)	\$60(N)
90Mbps	\$372(N)	\$466(N)	\$745(N)	\$931(N)	\$1,024(N)	\$1,280(N)	\$1,117(N)	\$1,397(N)	\$60(N)
95Mbps	\$393(N)	\$491(N)	\$786(N)	\$983(N)	\$1,081(N)	\$1,351(N)	\$1,179(N)	\$1,474(N)	\$60(N)
100Mbps	\$414(N)	\$517(N)	\$828(N)	\$1,034(N)	\$1,138(N)	\$1,422(N)	\$1,241(N)	\$1,552(N)	\$60(N)
105Mbps	\$434(N)	\$543(N)	\$869(N)	\$1,086(N)	\$1,195(N)	\$1,494(N)	\$1,303(N)	\$1,629(N)	\$60(N)
110Mbps	\$455(N)	\$569(N)	\$910(N)	\$1,138(N)	\$1,252(N)	\$1,565(N)	\$1,366(N)	\$1,707(N)	\$60(N)
115Mbps	\$476(N)	\$595(N)	\$952(N)	\$1,190(N)	\$1,309(N)	\$1,636(N)	\$1,428(N)	\$1,784(N)	\$60(N)
120Mbps	\$497(N)	\$621(N)	\$993(N)	\$1,241(N)	\$1,366(N)	\$1,707(N)	\$1,490(N)	\$1,862(N)	\$60(N)
125Mbps	\$517(N)	\$647(N)	\$1,034(N)	\$1,293(N)	\$1,422(N)	\$1,778(N)	\$1,552(N)	\$1,940(N)	\$60(N)
130Mbps	\$538(N)	\$672(N)	\$1,076(N)	\$1,345(N)	\$1,479(N)	\$1,849(N)	\$1,614(N)	\$2,017(N)	\$60(N)
135Mbps	\$559(N)	\$698(N)	\$1,117(N)	\$1,397(N)	\$1,536(N)	\$1,920(N)	\$1,676(N)	\$2,095(N)	\$60(N)
140Mbps	\$579(N)	\$724(N)	\$1,159(N)	\$1,448(N)	\$1,593(N)	\$1,991(N)	\$1,738(N)	\$2,172(N)	\$60(N)
145Mbps	\$600(N)	\$750(N)	\$1,200(N)	\$1,500(N)	\$1,650(N)	\$2,063(N)	\$1,800(N)	\$2,250(N)	\$60(N)

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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

## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(N)(X)

**4.8 Rates (Continued)**

Speed	FRATM PVCs - Monthly			NRC*
	Standard	Alternate Routing	Disaster Recovery	
	VBR-nrt (SIR)	VBR-nrt (SIR)	VBR-nrt (SIR)	
	VCC Only	VCC Only	VCC Only	
8Kbps	\$4	\$3	\$2	\$60
16Kbps	\$5	\$4	\$3	\$60
32Kbps	\$6	\$5	\$3	\$60
48Kbps	\$7	\$6	\$4	\$60
56Kbps	\$8	\$7	\$4	\$60
64Kbps	\$9	\$8	\$5	\$60
128Kbps	\$10	\$9	\$5	\$60
192Kbps	\$11	\$9	\$6	\$60
256Kbps	\$12	\$10	\$6	\$60
320Kbps	\$13	\$11	\$6	\$60
384Kbps	\$15	\$13	\$8	\$60
448Kbps	\$18	\$15	\$9	\$60
512Kbps	\$20	\$17	\$10	\$60
576Kbps	\$23	\$19	\$11	\$60
640Kbps	\$25	\$21	\$13	\$60
704Kbps	\$28	\$23	\$14	\$60
768Kbps	\$30	\$26	\$15	\$60
832Kbps	\$33	\$28	\$16	\$60
896Kbps	\$35	\$30	\$18	\$60
960Kbps	\$38	\$32	\$19	\$60
1000Kbps	\$50	\$43	\$25	\$60
1024Kbps	\$40	\$34	\$20	\$60
1536Kbps	\$60	\$51	\$30	\$60
2Mbps	\$60	\$51	\$30	\$60
3Mbps	\$70	\$60	\$35	\$60
4Mbps	\$80	\$68	\$40	\$60
5Mbps	\$90	\$77	\$45	\$60
6Mbps	\$100	\$85	\$50	\$60
7Mbps	\$110	\$94	\$55	\$60
8Mbps	\$120	\$102	\$60	\$60
9Mbps	\$130	\$111	\$65	\$60
10Mbps	\$140	\$119	\$70	\$60

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(N)(X)

**4.8 Rates (Continued)**

Speed	FRATM PVCs - Monthly			NRC*
	Standard	Alternate Routing	Disaster Recovery	
	VBR-nrt (SIR)	VBR-nrt (SIR)	VBR-nrt (SIR)	
	VCC Only	VCC Only	VCC Only	
11Mbps	\$150	\$128	\$75	\$60
12Mbps	\$160	\$136	\$80	\$60
13Mbps	\$170	\$145	\$85	\$60
14Mbps	\$180	\$153	\$90	\$60
15Mbps	\$190	\$162	\$95	\$60
16Mbps	\$200	\$170	\$100	\$60
17Mbps	\$210	\$179	\$105	\$60
18Mbps	\$220	\$187	\$110	\$60
19Mbps	\$230	\$196	\$115	\$60
20Mbps	\$240	\$204	\$120	\$60
25Mbps	\$250	\$213	\$125	\$60
30Mbps	\$300	\$255	\$150	\$60
35Mbps	\$350	\$298	\$175	\$60
40Mbps	\$400	\$340	\$200	\$60

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(N)(X)

**4.8 Rates (Continued)**

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC*
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VCC Only				VCC Only				
8Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
16Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
32Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
48Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
56Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
64Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
128Kbps	\$3	\$4	\$5	\$6	\$2	\$3	\$3	\$4	\$60
192Kbps	\$4	\$6	\$8	\$9	\$3	\$4	\$5	\$5	\$60
256Kbps	\$6	\$9	\$11	\$11	\$3	\$5	\$6	\$7	\$60
320Kbps	\$7	\$11	\$13	\$14	\$4	\$6	\$8	\$8	\$60
384Kbps	\$9	\$13	\$16	\$17	\$5	\$8	\$9	\$10	\$60
448Kbps	\$10	\$15	\$19	\$20	\$6	\$9	\$11	\$12	\$60
512Kbps	\$11	\$17	\$21	\$23	\$7	\$10	\$13	\$13	\$60
576Kbps	\$13	\$19	\$24	\$26	\$8	\$11	\$14	\$15	\$60
640Kbps	\$14	\$21	\$27	\$28	\$8	\$13	\$16	\$17	\$60
704Kbps	\$16	\$23	\$29	\$31	\$9	\$14	\$17	\$18	\$60
768Kbps	\$17	\$26	\$32	\$34	\$10	\$15	\$19	\$20	\$60
832Kbps	\$18	\$28	\$35	\$37	\$11	\$16	\$20	\$22	\$60
896Kbps	\$20	\$30	\$37	\$40	\$12	\$18	\$22	\$23	\$60
960Kbps	\$21	\$32	\$40	\$43	\$13	\$19	\$23	\$25	\$60
1000Kbps	\$21	\$43	\$58	\$64	\$13	\$25	\$34	\$38	\$60
1024Kbps	\$23	\$34	\$43	\$45	\$13	\$20	\$25	\$27	\$60
1536Kbps	\$34	\$51	\$64	\$68	\$20	\$30	\$38	\$40	\$60
2Mbps	\$26	\$51	\$70	\$77	\$15	\$30	\$41	\$45	\$60
3Mbps	\$30	\$60	\$82	\$89	\$18	\$35	\$48	\$53	\$60
4Mbps	\$34	\$68	\$94	\$102	\$20	\$40	\$55	\$60	\$60
5Mbps	\$38	\$77	\$105	\$115	\$23	\$45	\$62	\$68	\$60
6Mbps	\$43	\$85	\$117	\$128	\$25	\$50	\$69	\$75	\$60
7Mbps	\$47	\$94	\$129	\$140	\$28	\$55	\$76	\$83	\$60
8Mbps	\$51	\$102	\$140	\$153	\$30	\$60	\$83	\$90	\$60
9Mbps	\$55	\$111	\$152	\$166	\$33	\$65	\$89	\$98	\$60
10Mbps	\$60	\$119	\$164	\$179	\$35	\$70	\$96	\$105	\$60

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(N)(X)

**4.8 Rates (Continued)**

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC*
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VCC Only				VCC Only				
11Mbps	\$64	\$128	\$175	\$191	\$38	\$75	\$103	\$113	\$60
12Mbps	\$68	\$136	\$187	\$204	\$40	\$80	\$110	\$120	\$60
13Mbps	\$72	\$145	\$199	\$217	\$43	\$85	\$117	\$128	\$60
14Mbps	\$77	\$153	\$210	\$230	\$45	\$90	\$124	\$135	\$60
15Mbps	\$81	\$162	\$222	\$242	\$48	\$95	\$131	\$143	\$60
16Mbps	\$85	\$170	\$234	\$255	\$50	\$100	\$138	\$150	\$60
17Mbps	\$89	\$179	\$245	\$268	\$53	\$105	\$144	\$158	\$60
18Mbps	\$94	\$187	\$257	\$281	\$55	\$110	\$151	\$165	\$60
19Mbps	\$98	\$196	\$269	\$293	\$58	\$115	\$158	\$173	\$60
20Mbps	\$102	\$204	\$281	\$306	\$60	\$120	\$165	\$180	\$60
25Mbps	\$106	\$213	\$292	\$319	\$63	\$125	\$172	\$188	\$60
30Mbps	\$128	\$255	\$351	\$383	\$75	\$150	\$206	\$225	\$60
35Mbps	\$149	\$298	\$409	\$446	\$88	\$175	\$241	\$263	\$60
40Mbps	\$170	\$340	\$468	\$510	\$100	\$200	\$275	\$300	\$60
45Mbps	\$174	\$349	\$479	\$523	\$103	\$205	\$282	\$308	\$60
50Mbps	\$176	\$352	\$484	\$528	\$103	\$207	\$284	\$310	\$60
55Mbps	\$193	\$387	\$532	\$580	\$114	\$228	\$313	\$341	\$60
60Mbps	\$211	\$422	\$580	\$633	\$124	\$248	\$341	\$372	\$60
65Mbps	\$229	\$457	\$629	\$686	\$134	\$269	\$370	\$403	\$60
70Mbps	\$246	\$492	\$677	\$739	\$145	\$290	\$398	\$434	\$60
75Mbps	\$264	\$528	\$725	\$791	\$155	\$310	\$427	\$466	\$60
80Mbps	\$281	\$563	\$774	\$844	\$166	\$331	\$455	\$497	\$60
85Mbps	\$299	\$598	\$822	\$897	\$176	\$352	\$484	\$528	\$60
90Mbps	\$317	\$633	\$871	\$950	\$186	\$372	\$512	\$559	\$60
95Mbps	\$334	\$668	\$919	\$1,002	\$197	\$393	\$541	\$590	\$60
100Mbps	\$352	\$703	\$967	\$1,055	\$207	\$414	\$569	\$621	\$60
105Mbps	\$369	\$739	\$1,016	\$1,108	\$217	\$434	\$597	\$652	\$60
110Mbps	\$387	\$774	\$1,064	\$1,161	\$228	\$455	\$626	\$683	\$60
115Mbps	\$404	\$809	\$1,112	\$1,213	\$238	\$476	\$654	\$714	\$60
120Mbps	\$422	\$844	\$1,161	\$1,266	\$248	\$497	\$683	\$745	\$60
125Mbps	\$440	\$879	\$1,209	\$1,319	\$259	\$517	\$711	\$776	\$60
130Mbps	\$457	\$914	\$1,257	\$1,372	\$269	\$538	\$740	\$807	\$60
135Mbps	\$475	\$950	\$1,306	\$1,424	\$279	\$559	\$768	\$838	\$60
140Mbps	\$492	\$985	\$1,354	\$1,477	\$290	\$579	\$797	\$869	\$60
145Mbps	\$510	\$1,020	\$1,403	\$1,530	\$300	\$600	\$825	\$900	\$60

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(N)(X)

**4.8 Rates (Continued)**

Multicasting PVCs - Monthly					
Speed	VBR-nrt (SIR)	NRC*	Speed	VBR-nrt (SIR)	NRC*
	VCC Only			VCC Only	
8Kbps	\$2	\$60	13Mbps	\$85	\$60
16Kbps	\$2	\$60	14Mbps	\$90	\$60
32Kbps	\$2	\$60	15Mbps	\$95	\$60
48Kbps	\$2	\$60	16Mbps	\$100	\$60
56Kbps	\$2	\$60	17Mbps	\$105	\$60
64Kbps	\$2	\$60	18Mbps	\$110	\$60
128Kbps	\$3	\$60	19Mbps	\$115	\$60
192Kbps	\$4	\$60	20Mbps	\$120	\$60
256Kbps	\$5	\$60	25Mbps	\$125	\$60
320Kbps	\$6	\$60	30Mbps	\$150	\$60
384Kbps	\$8	\$60	35Mbps	\$175	\$60
448Kbps	\$9	\$60	40Mbps	\$200	\$60
512Kbps	\$10	\$60	45Mbps	\$205	\$60
576Kbps	\$11	\$60	50Mbps	\$207	\$60
640Kbps	\$13	\$60	55Mbps	\$228	\$60
704Kbps	\$14	\$60	60Mbps	\$248	\$60
768Kbps	\$15	\$60	65Mbps	\$269	\$60
832Kbps	\$16	\$60	70Mbps	\$290	\$60
896Kbps	\$18	\$60	75Mbps	\$310	\$60
960Kbps	\$19	\$60	80Mbps	\$331	\$60
1000Kbps	\$25	\$60	85Mbps	\$352	\$60
1024Kbps	\$20	\$60	90Mbps	\$372	\$60
1536Kbps	\$30	\$60	95Mbps	\$393	\$60
2Mbps	\$30	\$60	100Mbps	\$414	\$60
3Mbps	\$35	\$60	105Mbps	\$434	\$60
4Mbps	\$40	\$60	110Mbps	\$455	\$60
5Mbps	\$45	\$60	115Mbps	\$476	\$60
6Mbps	\$50	\$60	120Mbps	\$497	\$60
7Mbps	\$55	\$60	125Mbps	\$517	\$60
8Mbps	\$60	\$60	130Mbps	\$538	\$60
9Mbps	\$65	\$60	135Mbps	\$559	\$60
10Mbps	\$70	\$60	140Mbps	\$579	\$60
11Mbps	\$75	\$60	145Mbps	\$600	\$60
12Mbps	\$80	\$60			

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## ADVANCED SERVICES TARIFF

**SECTION 4 – ASYNCHRONOUS TRANSFER MODE (Continued)**

(X)

**4.8 Rates (Continued)**

Speed	Standard PVC - Monthly	
	CES	
	CBR(PIR)	
	VCC Only	
1.755Mbps	\$91(C)(R)	\$60(C)(R)

Optional Features		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 – ATM Host Link*	1.5 Mbps	\$90.00(N)	\$60.00(N)	\$80.00(N)	\$60.00(N)	\$75.00(C)(I)(R)	\$0.00	\$60.00(C)(I)(R)	\$0.00
IMA - ATM Host Link*	3 - 12.2 Mbps	\$225.00(N)	\$60.00(N)	\$200.00(N)	\$60.00(N)	\$188.00(C)(I)	\$0.00	\$150.00(C)	\$0.00
DS3 - ATM Host Link*	40 Mbps	\$900.00(N)	\$60.00(N)	\$800.00(N)	\$60.00(N)	\$750.00(C)(I)(R)	\$0.00	\$600.00(C)(I)(R)	\$0.00
OC-3 - ATM Host Link*	149 Mbps	\$1,800.00(N)	\$60.00(N)	\$1,600.00(N)	\$60.00(N)	\$1,500.00(C)(R)	\$0.00	\$1,200.00(C)(R)	\$0.00
Each additional ATM Host-Link VPC		\$9.00(N)	\$60.00(N)	\$8.00(N)	\$60.00(N)	\$7.50(C)	\$50.00(C)	\$6.00(C)	\$50.00(C)

\* ATM Host-Link includes up to 10 VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and 200 VPCs for OC-3.

(C)  
(C)

(1) Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

(N)  
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(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.1 Vintage Service Description**

(C)(X)

Vintage services are those Frame Relay Services established between September 10, 2001 and December 31, 2002, the rates, terms and conditions for which are set forth in Section 5.1 (Vintage Service Description), Section 5.2 (Vintage Service Provisioning), Section 5.3 (Vintage Rate Elements) and Section 5.4 (Vintage Rates). These vintage services are being classified as such as a result of Transmittal No. 11, filed September 23, 2002, which significantly restructured Frame Relay Service. Company is retaining the rates, terms and conditions applicable to vintage services.

(N)(X)

Customers with vintage services provided under a TPP or on a month-to-month basis retain all existing rights with respect to those services under the terms of this vintage section (e.g., customers may add or rearrange PVCs). However, after December 31, 2002, requests for new Services will be filled pursuant to Sections 5.5 through 5.8 of this tariff.

Customers may choose to migrate vintage Frame Relay services to new Frame Relay services provided pursuant to Sections 5.5 through 5.8 ("Frame Relay Service") or new ATM services provided pursuant to Sections 4.5 through 4.8 ("ATM Service").

No termination charges would apply to such migrations provided the following conditions are met: (1) the term selected for the new Frame Relay Service or ATM Service is equal to or greater in length than the remaining portion of the TPP for the vintage service; and (2) the new Frame Relay Service or ATM Service port transmission speed(s) purchased are equal to or greater than those purchased with the vintage service.

No nonrecurring charges would apply to such migrations provided the following conditions are met: (1a) the term selected for the new Frame Relay Service or ATM Service is equal to or greater in length than the remaining portion of the TPP for the vintage service; or (1b) for vintage service migrated from a month-to-month basis, the term of the new Frame Relay Service or ATM Service is one (1) year or greater in length; and (2) the new Frame Relay Service or ATM Service port transmission speed(s) purchased are equal to those purchased with the vintage service.

Customers of vintage service may purchase Frame Relay Services provided pursuant to Sections 5.5 through 5.8 in addition to retaining the vintage service. In such case, Customer may, at their own discretion, obtain PVC connectivity between vintage service ports and new Frame Relay Service ports through the purchase of either vintage service or new Frame Relay Service PVCs. Vintage service PVCs cannot be purchased after December 31, 2002. If Customer selects a PVC under the vintage service section of the tariff, the PVC would be associated with the vintage service port; if Customer selects a PVC under the new Frame Relay Service section, the PVC would be associated with the new Frame Relay Service Port.

(N)(X)

Certain material previously found on this page can now be found on 1<sup>st</sup> Revised Page 51.1.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.1 Vintage Service Description (Continued)**

(C)(X)

Frame Relay Service (FRS) is a communications Service that facilitates the exchange of Customer data in variable length information units, frames or packets between End User connections by way of assigned virtual connections. Each frame is passed to the FRS network with an address that specifies the virtual connections. FRS is capable of handling the requirements of bursty data sources because of the ability of the Service to allocate additional bandwidth when not in use by other Services. FRS allows End Users to share network resources.

(M)(X)

FRS conforms to industry protocol standards created by the American National Standards Institute (ANSI) and Telecommunications Standardization Bureau of the International Telecommunications Union (ITU-T).

**5.2 Vintage Service Provisioning**

(C)

The Service Level Agreement (SLA) for Frame Relay Service can be found in Section 2.20, preceding.

**5.2.1 User Network Interface (UNI) Access Link and Port**

The UNI Access Link and Port connects the Customer to the Company FRS network based upon the standards defined UNI signaling protocol, available at several speeds between 56Kbps and DS3, which may vary by region.

Each UNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.2.2 User Network Interface (UNI) Port Only**

UNI Port Only provides port access into the Company's FRS network.

**5.2.3 Network to Network Interface (NNI) Access Link and Port**

The NNI Access Link and Port connects the Customer to the Company FRS network based upon the standards defined NNI signaling protocol. Each NNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.2.4 Network to Network Interface (NNI) Port Only**

The NNI Port connects the Customer to the Company FRS network based upon the standards defined NNI signaling protocol.

(M)(X)

Certain material on this page previously appeared on 1<sup>st</sup> Revised Page 51.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.2 Vintage Service Provisioning (Continued)**

(C)(X)

**5.2.5 Permanent Virtual Circuits (PVCs)**

Permanent Virtual Circuits (PVCs) are logical connections between two (2) Frame Relay ports that allow data to be sent from one Customer location to another.

**5.2.6 Committed Information Rate**

Committed Information Rate (CIR) is the rate in Kbps or Mbps at which the Company commits to transfer user data under normal conditions, which may vary by region.

UNI PORTS		West-CA	West-NV	Central	North	Northeast
Port	Speed					
DS0	56 Kbps	X	X	X	X*	X
DS0	64 Kbps			X		X
DS1	128 Kbps	X		X	X*	X
DS1	256 Kbps			X	X*	X
DS1	384 Kbps	X		X	X*	X
DS1	512 Kbps			X		
DS1	768 Kbps			X		
DS1	1.536 Mbps	X	X	X		X
DS1	1.544 Mbps				X*	
DS3	37 Mbps	X				
DS3	42 Mbps			X		
DS3	45 Mbps				X*	X

\*Hubbed port, including transport from Customer's serving wire center.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE** (Continued)**Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.2 Vintage Service Provisioning (Continued)**

(C)(X)

**5.2.6 Committed Information Rate (Continued)**

Frame Relay Product Portfolio		West-CA	West-NV	Central	North	Northeast
Port	Speed					
Fractional DS1 NNI ports:				X		
DS1 NNI ports:		X	X	X	X*	X
DS3 NNI ports:		X		X	X*	X
FRATM		X	X	X	X*	X
CIR based PVC					X*	X
Multicasting PVC		X				

\*Hubbed port, including transport from Customer's serving wire center.

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ADVANCED SERVICES TARIFF

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**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.3 Vintage Rate Elements**

(C)(X)

**5.3.1 User Network Interface (UNI) Access Link and Port**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.2 User Network Interface (UNI) Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.3 Network to Network Interface (NNI) Port Only**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.4 PVC**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections.

**5.3.5 Frame Relay to ATM Interworking (FRATM)**

Frame Relay/ATM Service Interworking (FRATM SI) provides transparent interworking between frame relay and ATM networks and devices. A monthly rate applies for the first FRATM SI, followed by nonrecurring charges for additions or changes.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.4 Vintage Rates**

(C)(X)

**ASI-Central**

Frame Relay UNI		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	56 Kbps	\$ 72.00	\$ 350	NA	NA	\$ 72.00	\$ 350	\$ 72.00	\$ 0	\$ 66.00	\$ 0
Port	56 Kbps	\$ 87.00	\$ 26	NA	NA	\$ 82.00	\$ 26	\$ 63.00	\$ 0	\$ 54.00	\$ 0
Total	56 Kbps	\$ 159.00	\$ 376	NA	NA	\$ 154.00	\$ 376	\$ 135.00	\$ 0	\$ 120.00	\$ 0
Access Link	64 Kbps	\$ 72.00	\$ 350	NA	NA	\$ 72.00	\$ 350	\$ 72.00	\$ 0	\$ 66.00	\$ 0
Port	64 Kbps	\$ 87.00	\$ 26	NA	NA	\$ 82.00	\$ 26	\$ 63.00	\$ 0	\$ 54.00	\$ 0
Total	64 Kbps	\$ 159.00	\$ 376	NA	NA	\$ 154.00	\$ 376	\$ 135.00	\$ 0	\$ 120.00	\$ 0
Frame UNI/NNI		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	128 Kbps	\$ 145.00	\$ 628	NA	NA	\$ 145	\$ 628	\$ 145.00	\$ 0	\$ 137.75	\$ 0
Port	128 Kbps	\$ 151.32	\$ 26	NA	NA	\$ 142	\$ 26	\$ 135.91	\$ 0	\$ 133.40	\$ 0
Total	128 Kbps	\$ 296.32	\$ 654	NA	NA	\$ 287	\$ 654	\$ 280.91	\$ 0	\$ 271.15	\$ 0
Access Link	256 Kbps	\$ 145.00	\$ 628	NA	NA	\$ 145	\$ 628	\$ 145.00	\$ 0	\$ 137.75	\$ 0
Port	256 Kbps	\$ 181.72	\$ 26	NA	NA	\$ 172	\$ 26	\$ 164.46	\$ 0	\$ 160.69	\$ 0
Total	256 Kbps	\$ 326.72	\$ 654	NA	NA	\$ 317	\$ 654	\$ 309.46	\$ 0	\$ 298.44	\$ 0
Access Link	384 Kbps	\$ 165.00	\$ 628	NA	NA	\$ 160	\$ 628	\$ 150.00	\$ 0	\$ 142.50	\$ 0
Port	384 Kbps	\$ 191.19	\$ 26	NA	NA	\$ 186	\$ 26	\$ 173.08	\$ 0	\$ 169.05	\$ 0
Total	384 Kbps	\$ 356.19	\$ 654	NA	NA	\$ 346	\$ 654	\$ 323.08	\$ 0	\$ 311.55	\$ 0
Access Link	512 Kbps	\$ 165.00	\$ 600	NA	NA	\$ 160	\$ 600	\$ 140.25	\$ 0	\$ 132.00	\$ 0
Port	512 Kbps	\$ 235.00	\$ 26	NA	NA	\$ 228	\$ 26	\$ 202.00	\$ 0	\$ 192.00	\$ 0
Total	512 Kbps	\$ 400.00	\$ 626	NA	NA	\$ 388	\$ 626	\$ 342.25	\$ 0	\$ 324.00	\$ 0
Access Link	768 Kbps	\$ 165.00	\$ 600	NA	NA	\$ 160	\$ 600	\$ 140.25	\$ 0	\$ 132.00	\$ 0
Port	768 Kbps	\$ 288.00	\$ 26	NA	NA	\$ 279	\$ 26	\$ 270.00	\$ 0	\$ 258.00	\$ 0
Total	768 Kbps	\$ 453.00	\$ 626	NA	NA	\$ 439	\$ 626	\$ 410.25	\$ 0	\$ 390.00	\$ 0
Access Link	1.536 Mbps	\$ 165.00	\$ 600	NA	NA	\$ 160	\$ 600	\$ 140.25	\$ 0	\$ 132.00	\$ 0
Port	1.536 Mbps	\$ 410.00	\$ 26	NA	NA	\$ 398	\$ 26	\$ 348.00	\$ 0	\$ 328.00	\$ 0
Total	1.536 Mbps	\$ 575.00	\$ 626	NA	NA	\$ 558	\$ 626	\$ 488.25	\$ 0	\$ 460.00	\$ 0
DS3 Access Link	42 Mbps	\$ 2800.00	\$ 3000	NA	NA	\$ 2716.00	\$ 3000.00	\$ 2300.00	\$ 0	\$ 2100.00	\$ 0
DS3 Port	42 Mbps	\$ 1635.00	\$ 30	NA	NA	\$ 1586.00	\$ 30.00	\$ 1340.00	\$ 0	\$ 945.00	\$ 0
Total DS3	42 Mbps	\$ 4435.00	\$ 3030	NA	NA	\$ 4302.00	\$ 3030.00	\$ 3640.00	\$ 0	\$ 3045.00	\$ 0

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.4 Vintage Rates (Continued)**

(C)(X)

**ASI-Central (Continued)**

Logical Link	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
56 Kbps	\$ 8.00	\$ 25.00	NA	NA	\$ 7.00	\$ 25.00	\$ 6.00	\$ 0.00	\$ 4.00	\$ 0.00
64 Kbps	\$ 8.00	\$ 25.00	NA	NA	\$ 7.00	\$ 25.00	\$ 6.00	\$ 0.00	\$ 4.00	\$ 0.00
128 Kbps	\$ 12.00	\$ 25.00	NA	NA	\$ 11.00	\$ 25.00	\$ 10.00	\$ 0.00	\$ 8.00	\$ 0.00
256 Kbps	\$ 15.00	\$ 25.00	NA	NA	\$ 14.00	\$ 25.00	\$ 13.00	\$ 0.00	\$ 11.00	\$ 0.00
384 Kbps	\$ 20.00	\$ 25.00	NA	NA	\$ 18.00	\$ 25.00	\$ 16.00	\$ 0.00	\$ 14.00	\$ 0.00
512 Kbps	\$ 28.00	\$ 25.00	NA	NA	\$ 26.00	\$ 25.00	\$ 24.00	\$ 0.00	\$ 20.00	\$ 0.00
768 Kbps	\$ 40.00	\$ 25.00	NA	NA	\$ 36.00	\$ 25.00	\$ 32.00	\$ 0.00	\$ 28.00	\$ 0.00
1.536 Mbps	\$ 50.00	\$ 25.00	NA	NA	\$ 49.00	\$ 25.00	\$ 48.00	\$ 0.00	\$ 46.00	\$ 0.00
2 Mbps	\$ 65.00	\$ 30.00	NA	NA	\$ 62.50	\$ 30.00	\$ 60.00	\$ 0.00	\$ 55.00	\$ 0.00
3 Mbps	\$ 65.00	\$ 30.00	NA	NA	\$ 62.50	\$ 30.00	\$ 60.00	\$ 0.00	\$ 55.00	\$ 0.00
4 Mbps	\$ 65.00	\$ 30.00	NA	NA	\$ 62.50	\$ 30.00	\$ 60.00	\$ 0.00	\$ 55.00	\$ 0.00
5 Mbps	\$ 70.00	\$ 30.00	NA	NA	\$ 67.50	\$ 30.00	\$ 65.00	\$ 0.00	\$ 60.00	\$ 0.00
6 Mbps	\$ 70.00	\$ 30.00	NA	NA	\$ 67.50	\$ 30.00	\$ 65.00	\$ 0.00	\$ 60.00	\$ 0.00
7 Mbps	\$ 70.00	\$ 30.00	NA	NA	\$ 67.50	\$ 30.00	\$ 65.00	\$ 0.00	\$ 60.00	\$ 0.00
8 Mbps	\$ 75.00	\$ 30.00	NA	NA	\$ 72.50	\$ 30.00	\$ 70.00	\$ 0.00	\$ 65.00	\$ 0.00
9 Mbps	\$ 75.00	\$ 30.00	NA	NA	\$ 72.50	\$ 30.00	\$ 70.00	\$ 0.00	\$ 65.00	\$ 0.00
10 Mbps	\$ 80.00	\$ 30.00	NA	NA	\$ 77.50	\$ 30.00	\$ 75.00	\$ 0.00	\$ 70.00	\$ 0.00
FRATM SI, per LL, per Access Service	\$ 10.00	NA	NA	NA	NA	NA	NA	NA	NA	NA
FRATM SI Adds/Changes		\$ 30.00								
Logical Link Add/Changes* 56 Kbps - 1.536 Mbps		\$ 25.00								
Logical Link Add/Changes* 2 Mbps - 10 Mbps		\$ 30.00								
Service Order Charge		\$ 14.00								

\*First Logical Link included with the UNI or NNI Port.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.4 Rates (Continued)**

(C)(X)

**ASI – West/California**

Frame Relay UNI		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	56 Kbps	\$ 47.07(I)(X)	\$ 597	\$ 63	\$ 597	\$ 61	\$ 597	\$ 57	\$ 0	\$ 54	\$ 0
Port	56 Kbps	\$ 90.93(I)(X)	\$ 355	\$ 66	\$ 355	\$ 64	\$ 355	\$ 61	\$ 0	\$ 58	\$ 0
Total	56 Kbps	\$ 138.00(I)(X)	\$ 952	\$ 129	\$ 952	\$ 125	\$ 952	\$ 118	\$ 0	\$ 112	\$ 0
Access Link	128 Kbps	\$ 166.53	\$ 601	\$ 175	\$ 601	\$ 170	\$ 601	\$ 165	\$ 0	\$ 158	\$ 0
Port	128 Kbps	\$ 161.47	\$ 355	\$ 133	\$ 355	\$ 129	\$ 355	\$ 126	\$ 0	\$ 121	\$ 0
Total	128 Kbps	\$ 328.00	\$ 956	\$ 308	\$ 956	\$ 299	\$ 956	\$ 291	\$ 0	\$ 279	\$ 0
Access Link	384 Kbps	\$ 166	\$ 601	\$ 134	\$ 601	\$ 130	\$ 601	\$ 129	\$ 0	\$ 123	\$ 0
Port	384 Kbps	\$ 378	\$ 355	\$ 306	\$ 355	\$ 297	\$ 355	\$ 293	\$ 0	\$ 282	\$ 0
Total	384 Kbps	\$ 544	\$ 956	\$ 440	\$ 956	\$ 427	\$ 956	\$ 422	\$ 0	\$ 405	\$ 0
DS1 Access Link	1.536 Mbps	\$ 166	\$ 601	\$ 157	\$ 601	\$ 152	\$ 601	\$ 148	\$ 0	\$ 142	\$ 0
Port	1.536 Mbps	\$ 473	\$ 355	\$ 448	\$ 355	\$ 435	\$ 355	\$ 423	\$ 0	\$ 408	\$ 0
Total	1.536 Mbps	\$ 639	\$ 956	\$ 605	\$ 956	\$ 587	\$ 956	\$ 571	\$ 0	\$ 550	\$ 0
Access Link*	37 Mbps	\$ 2086	\$ 1000	\$ 1125	\$ 1000	\$ 1091	\$ 1000	\$ 1495	\$ 0	\$ 850	\$ 0
DS3 Port	37 Mbps	\$ 4540	\$ 1420	\$ 3375	\$ 1420	\$ 3274	\$ 1420	\$ 2705	\$ 0	\$ 2550	\$ 0
Total DS3*	37 Mbps	\$ 6626	\$ 2420	\$ 4500	\$ 2420	\$ 4365	\$ 2420	\$ 4200	\$ 0	\$ 3400	\$ 0

NNI Port Only		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.536 Mbps	\$ 473	\$ 355	\$ 448	\$ 355	\$ 435	\$ 355	\$ 423	\$ 0	\$ 408	\$ 0
DS3	37 Mbps	\$ 4540	\$ 1420	\$ 3375	\$ 1420	\$ 3274	\$ 1420	\$ 2705	\$ 0	\$ 2550	\$ 0

(D)(X)

(D)(X)

\* First PVC included with UNI or NNI Port.

(D)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.4 Vintage Rates (Continued)**

(C)(X)

**ASI – West/California (Continued)**

PVC Logical Link	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
0 - 384 Kbps*	\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
385 Kbps – 1.536 Mbps*	\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
2 Mbps - 6 Mgps *	\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
7 Mbps - 10 Mbps *	\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
FRATM DS1	\$ 15	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
FRATM DS3 & OC3	\$ 10	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
MULTICAST	\$ 45	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
Network Change Charge	N/A	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA

\* First PVC included with UNI or NNI port.

\*\* Not applicable on new connect.

**ASI – West/Nevada**

Frame Relay UNI		Month/Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Access Link	56 Kbps	\$ 108.08	\$ 621.75	\$ 63	\$ 597	\$ 61	\$ 597	\$ 57	\$ 0	\$ 54	\$ 0
Port	56 Kbps	\$ 75.00	\$ 375.00	\$ 66	\$ 355	\$ 64	\$ 355	\$ 61	\$ 0	\$ 58	\$ 0
Total	56 Kbps	\$ 183.08	\$ 996.75	\$ 129	\$ 952	\$ 125	\$ 952	\$ 118	\$ 0	\$ 112	\$ 0
DS1 Access Link	1.536 Mbps	\$ 127.94	\$ 585.66	\$ 157	\$ 601	\$ 152	\$ 601	\$ 148	\$ 0	\$ 142	\$ 0
Port	1.536 Mbps	\$ 500.00	\$ 375.00	\$ 448	\$ 355	\$ 435	\$ 355	\$ 423	\$ 0	\$ 408	\$ 0
Total	1.536 Mbps	\$ 627.94	\$ 960.66	\$ 605	\$ 956	\$ 587	\$ 956	\$ 571	\$ 0	\$ 550	\$ 0

NNI Port	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
1.536 Mbps	\$ 500	\$ 375	\$ 448	\$ 355	\$ 435	\$ 355	\$ 423	\$ 0	\$ 408	\$ 0
PVC Logical Link	Month/Month		1 Year		2 Year		3 Year		5 Year	
	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
0 - 384 Kbps*	\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
385 Kbps – 1.536 Mbps*	\$ 20	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
Network Change Charge (per order)	NA	\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
FRATM DS1	\$ 15	**\$ 50	NA	NA	NA	NA	NA	NA	NA	NA
FRATM DS3	\$ 10	**\$ 50	NA	NA	NA	NA	NA	NA	NA	NA

\*First PVC included with UNI or NNI Port.

\*\*Not applicable on new connect.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.4 Vintage Rates (Continued)**

(C)(X)

**ASI – North**

UNI and NNI		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Port Only	56 Kbps	\$ 93.60	\$ 900	\$ 91.00	\$ 900	\$ 84.60	\$ 0	\$ 77.60	\$ 0
Port and Access	56 Kbps	\$ 160.00	\$ 700	\$ 155.00	\$ 700	\$ 151.00	\$ 0	\$ 144.00	\$ 0
Port Only	128 Kbps	\$ 223.75	\$ 1005	\$ 217.00	\$ 1005	\$ 203.75	\$ 0	\$ 190.75	\$ 0
Port and Access	128 Kbps	\$ 340.00	\$ 815	\$ 330.00	\$ 815	\$ 320.00	\$ 0	\$ 307.00	\$ 0
Port Only	256 Kbps	\$ 283.75	\$ 1005	\$ 275.00	\$ 1005	\$ 260.75	\$ 0	\$ 245.75	\$ 0
Port and Access	256 Kbps	\$ 400.00	\$ 815	\$ 388.00	\$ 815	\$ 377.00	\$ 0	\$ 362.00	\$ 0
Port Only	384 Kbps	\$ 323.75	\$ 1005	\$ 314.00	\$ 1005	\$ 305.75	\$ 0	\$ 288.75	\$ 0
Port and Access	384 Kbps	\$ 440.00	\$ 815	\$ 427.00	\$ 815	\$ 422.00	\$ 0	\$ 405.00	\$ 0
Port Only	1.536 Mbps	\$ 488.75	\$ 1005	\$ 474.00	\$ 1005	\$ 454.75	\$ 0	\$ 423.75	\$ 0
Port and Access	1.536 Mbps	\$ 605.00	\$ 815	\$ 587.00	\$ 815	\$ 571.00	\$ 0	\$ 540.00	\$ 0
Port Only	45 Mbps	\$ 5148.36	\$ 2675	\$ 4994.00	\$ 2675	\$ 3140.36	\$ 0	\$ 2535.36	\$ 0
Port and Access	45 Mbps	\$ 7288.00	\$ 2470	\$ 7069.00	\$ 2470	\$ 5280.00	\$ 0	\$ 4675.00	\$ 0

**PVC SCHEDULE - CIR**

Speed	Monthly	NRC	Speed	Monthly	NRC	Speed	Monthly	NRC
			512K	\$ 170.00	\$ 24.00	1.472M	\$ 318.00	\$ 24.00
8K	\$ 10.00	\$ 24.00	576K	\$ 200.00	\$ 24.00	1.536M	\$ 324.00	\$ 24.00
9.6K	\$ 11.00	\$ 24.00	640K	\$ 210.00	\$ 24.00	1.544M	\$ 330.00	\$ 24.00
16K	\$ 12.00	\$ 24.00	704K	\$ 230.00	\$ 24.00	3.088M	\$ 490.00	\$ 24.00
19.2K	\$ 14.00	\$ 24.00	768K	\$ 250.00	\$ 24.00	4.632M	\$ 600.00	\$ 24.00
28K	\$ 16.00	\$ 24.00	832K	\$ 256.00	\$ 24.00	6.176M	\$ 760.00	\$ 24.00
32K	\$ 18.00	\$ 24.00	896K	\$ 262.00	\$ 24.00	7.72M	\$ 950.00	\$ 24.00
56K	\$ 30.00	\$ 24.00	960K	\$ 268.00	\$ 24.00	9.264M	\$ 1050.00	\$ 24.00
64K	\$ 30.00	\$ 24.00	1.024M	\$ 274.00	\$ 24.00	10.808M	\$ 1150.00	\$ 24.00
128K	\$ 50.00	\$ 24.00	1.088M	\$ 280.00	\$ 24.00	12.35M	\$ 1270.00	\$ 24.00
192K	\$ 70.00	\$ 24.00	1.152M	\$ 286.00	\$ 24.00	13.896M	\$ 1330.00	\$ 24.00
256K	\$ 90.00	\$ 24.00	1.216M	\$ 294.00	\$ 24.00	15.44M	\$ 1400.00	\$ 24.00
320K	\$ 110.00	\$ 24.00	1.280M	\$ 300.00	\$ 24.00	16.984M	\$ 1430.00	\$ 24.00
384K	\$ 130.00	\$ 24.00	1.344M	\$ 306.00	\$ 24.00	18.528M	\$ 1470.00	\$ 24.00
448K	\$ 150.00	\$ 24.00	1.408M	\$ 312.00	\$ 24.00	20.072M	\$ 1540.00	\$ 24.00
Network Change Charge (per order)	NA	\$ 24.00	NA	NA	NA	NA	NA	NA

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.4 Vintage Rates (Continued)**

(C)(X)

**ASI - North****PVC Schedule – VBR-nrt****Internetworking**

<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>	<b>Speed</b>	<b>Monthly</b>	<b>NRC</b>
64K	\$2.50	\$50.00	14M	\$175.00	\$50.00
128K	\$5.00	\$50.00	15M	\$187.50	\$50.00
192K	\$7.50	\$50.00	16M	\$200.00	\$50.00
256K	\$10.00	\$50.00	17M	\$212.50	\$50.00
320K	\$12.50	\$50.00	18M	\$225.00	\$50.00
384K	\$15.00	\$50.00	19M	\$237.50	\$50.00
448K	\$17.50	\$50.00	20M	\$250.00	\$50.00
512K	\$20.00	\$50.00	21M	\$262.50	\$50.00
576K	\$22.50	\$50.00	22M	\$275.00	\$50.00
640K	\$25.00	\$50.00	23M	\$287.50	\$50.00
704K	\$27.50	\$50.00	24M	\$300.00	\$50.00
768K	\$30.00	\$50.00	25M	\$312.50	\$50.00
832K	\$32.50	\$50.00	26M	\$325.00	\$50.00
896K	\$35.00	\$50.00	27M	\$337.50	\$50.00
960K	\$37.50	\$50.00	28M	\$350.00	\$50.00
1024K	\$40.00	\$50.00	29M	\$362.50	\$50.00
1088K	\$42.50	\$50.00	30M	\$375.00	\$50.00
1152K	\$45.00	\$50.00	31M	\$387.50	\$50.00
1216K	\$47.50	\$50.00	32M	\$400.00	\$50.00
1280K	\$50.00	\$50.00	33M	\$412.50	\$50.00
1344K	\$52.50	\$50.00	34M	\$425.00	\$50.00
1408K	\$55.00	\$50.00	35M	\$437.50	\$50.00
1472K	\$57.50	\$50.00	36M	\$450.00	\$50.00
1536K	\$60.00	\$50.00	37M	\$462.50	\$50.00
1M	\$12.50	\$50.00	38M	\$475.00	\$50.00
2M	\$25.00	\$50.00	39M	\$487.50	\$50.00
3M	\$37.50	\$50.00	40M	\$500.00	\$50.00
4M	\$50.00	\$50.00	41M	\$512.50	\$50.00
5M	\$62.50	\$50.00	42M	\$525.00	\$50.00
6M	\$75.00	\$50.00	43M	\$537.50	\$50.00
7M	\$87.50	\$50.00	44M	\$550.00	\$50.00
8M	\$100.00	\$50.00	45M	\$562.50	\$50.00
9M	\$112.50	\$50.00	46M	\$575.00	\$50.00
10M	\$125.00	\$50.00	47M	\$587.50	\$50.00
11M	\$137.50	\$50.00	48M	\$600.00	\$50.00
12M	\$150.00	\$50.00	49M	\$612.50	\$50.00
13M	\$162.50	\$50.00	50M	\$625.00	\$50.00

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****Vintage Services – Services Effective Between Sept. 10, 2001 and Dec. 31, 2002**

(N)(X)

**5.4 Vintage Rates (Continued)**

(C)(X)

**ASI – Northeast**

Frame Relay		Month / Month		1 Year		2 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Port Only	56 Kbps	\$ 85	\$ 0	\$ 70	\$ 0	\$ 68	\$ 0	\$ 65	\$ 0	\$ 60	\$ 0
Port and Access	56 Kbps	\$ 170	\$ 580	\$ 150	\$ 580	\$ 146	\$ 580	\$ 140	\$ 0	\$ 130	\$ 0
Port Only	64 Kbps	\$ 85	\$ 0	\$ 70	\$ 0	\$ 68	\$ 0	\$ 65	\$ 0	\$ 60	\$ 0
Port and Access	64 Kbps	\$ 170	\$ 580	\$ 150	\$ 580	\$ 146	\$ 580	\$ 140	\$ 0	\$ 130	\$ 0
Port Only	128 Kbps	\$ 120	\$ 0	\$ 105	\$ 0	\$ 102	\$ 0	\$ 95	\$ 0	\$ 90	\$ 0
Port and Access	128 Kbps	\$ 400	\$ 615	\$ 350	\$ 615	\$ 340	\$ 615	\$ 340	\$ 0	\$ 335	\$ 0
Port Only	256 Kbps	\$ 220	\$ 0	\$ 200	\$ 0	\$ 194	\$ 0	\$ 185	\$ 0	\$ 175	\$ 0
Port and Access	256 Kbps	\$ 500	\$ 615	\$ 450	\$ 615	\$ 437	\$ 615	\$ 425	\$ 0	\$ 400	\$ 0
Port Only	384 Kbps	\$ 320	\$ 0	\$ 295	\$ 0	\$ 286	\$ 0	\$ 275	\$ 0	\$ 260	\$ 0
Port and Access	384 Kbps	\$ 550	\$ 615	\$ 500	\$ 615	\$ 485	\$ 615	\$ 475	\$ 0	\$ 450	\$ 0
Port Only	1.536 Kbps	\$ 495	\$ 0	\$ 445	\$ 0	\$ 432	\$ 0	\$ 400	\$ 0	\$ 355	\$ 0
Port and Access	1.536 Kbps	\$ 680	\$ 615	\$ 620	\$ 615	\$ 601	\$ 615	\$ 560	\$ 0	\$ 495	\$ 0
NNI Port Only	1.536 Kbps	\$ 405	\$ 0	\$ 360	\$ 0	\$ 349	\$ 0	\$ 315	\$ 0	\$ 270	\$ 0
NNI Port Only	44.736 Mbps	\$ 2300	\$ 0	NA	NA	NA	NA	\$ 2200	\$ 0	\$ 2100	\$ 0

	MONTH / MONTH		1 Year		2 Year		3 Year		5 Year	
PVC CHARGES	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
PVCs ordered simultaneously with UNI	\$ 10	\$ 0	\$ 9	\$ 0	\$ 9	\$ 0	\$ 8	\$ 0	\$ 7	\$ 0
PVCs ordered subsequent to initial UNI	\$ 10	\$ 50	\$ 9	\$ 50	\$ 9	\$ 50	\$ 8	\$ 0	\$ 7	\$ 0
PVCs ordered simultaneously with Port	\$ 10	NA	\$ 9	\$ 0	\$ 9	NA	\$ 8	\$ 0	\$ 7	\$ 0
PVCs ordered subsequent to initial Port	\$ 10	\$ 50	\$ 9	\$ 50	\$ 9	\$ 50	\$ 8	\$ 0	\$ 7	\$ 0
PVC Rearrange	NA	\$ 50	NA	\$ 50	NA	\$ 50	NA	\$ 0	NA	\$ 0
Change between speeds 128, 256, 384 Kbps and 1.544 Mbps	NA	\$ 200	NA	\$ 200	NA	\$ 200	NA	\$ 0	NA	\$ 0

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)**

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**5.5 Service Description**

Frame Relay Service (FRS) is a public, metropolitan wide-area data service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.

**5.6 Service Provisioning**

The Service Level Agreements (SLA) for Frame Relay Service can be found in Section 2.21, preceding.

**5.7 Service Components**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections and term plan selected.

**5.7.1 User Network Interface (UNI) Port and Access**

UNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at various speeds between 56 Kbps and DS3. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.7.2 User Network Interface (UNI) Port Only**

UNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. UNI Port Only is available at several speeds between 56 Kbps and DS3. When UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)**

(C)(X)

**5.7 Service Components (Continued)****5.7.3 Network to Network Interface (NNI) Port and Access**

NNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.7.4 Network to Network Interface (NNI) Port Only**

NNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined NNI signaling protocol. NNI Port Only is available at DS1 and DS3 speeds. When NNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each NNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.7.5 Permanent Virtual Circuits (PVCs)**

PVCs are logical connections between two (2) ports that allow data to be sent from one Customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. PVCs are duplex (two-way).

Each PVC type is assigned a Committed Information Rate (CIR). CIR is the rate in Kbps or Mbps at which the Company commits to transfer user data under normal conditions.

A PVC may exceed its assigned CIR when transmitting a large file or volume of information. This condition is known as bursting. Excess capacity must be available on the port connection for bursting to occur. Bursting is only allowed up to the port speed.

When placing an order for Service, Customer must specify the following for each PVC:

- PVC Connection Type;
- PVC Type; and
- Quality of Service.

PVCs purchased from this Section of Frame Relay Service must have at least one associated Port purchased from this Section of the tariff as well.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE** (Continued)**5.7 Service Components** (Continued)**5.7.5 Permanent Virtual Circuits (PVCs)** (Continued)**5.7.5.A PVC Connection Types****(1) Frame Relay to Frame Relay**

Frame Relay to Frame Relay connects two Frame Relay Customer locations.

**(2) Frame Relay to ATM Service (FRATM)**

FRATM connects two Customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. (See Section 4.7 - ATM Service)

**5.7.5.B PVC Types****(1) Standard PVC**

Standard PVCs are utilized in typical Frame Relay networks to provide logical connections between two ports.

**(2) Disaster Recovery PVC**

Disaster Recovery PVCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

The Disaster Recovery PVC is provisioned based upon an initial order from the Customer and pre-configured in the Frame Relay switch, but set to a disabled mode. Customer must initiate PVC activation with Company and necessary third party vendors.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)**

(N)(X)

**5.7 Service Components (Continued)****5.7.5 Permanent Virtual Circuits (PVCs) (Continued)****5.7.5.B PVC Types (Continued)****(3) Alternate Routing PVCs**

Alternate Routing PVCs provide a logical connection to an alternate host site processor/server in the event of an outage at the primary location. Alternate Routing PVCs are to be utilized in the event of an outage at the primary location only, not day-to-day use.

The Alternate Routing PVC is provisioned based upon an initial order from the Customer and available at all times. The remote Customer location is provisioned with two active PVCs, one end to the primary Customer location and one end to the backup Customer location.

**5.7.5.C PVC Quality of Service (QoS)****(1) Standard**

Standard QoS is available for Frame Relay applications that contain bursty traffic.

**(2) Priority**

Priority QoS offers reduced delay and packet loss between end-points when used with small fixed-length frame traffic. Priority QoS is not available in the ASI-Northeast region.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.8 Rates**

UNI Port: Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0	56Kbps	\$78(N)	NA	\$68(C)(I)(R)	\$350(C)(I)(R)	\$67(I)(R)	\$350(I)(R)	\$65(I)(R)	\$0	\$60(I)(R)	\$0
DS0	64Kbps	\$78(N)	NA	\$68(C)(R)	\$350(C)(I)	\$67(C)(R)	\$350(C)(I)	\$65(C)(I)	\$0(C)	\$60(C)(I)	\$0(C)
Fractional DS1	128Kbps	\$168(N)	NA	\$161(C)(I)(R)	\$400(C)(I)(R)	\$155(C)(I)(R)	\$400(C)(I)(R)	\$148(C)(I)(R)	\$0(C)	\$145(C)(I)(R)	\$0(C)
Fractional DS1	256Kbps	\$224(N)	NA	\$215(C)(I)(R)	\$400(C)(I)(R)	\$206(C)(I)(R)	\$400(C)(I)(R)	\$197(C)(I)(R)	\$0(C)	\$193(C)(I)(R)	\$0(C)
Fractional DS1	384Kbps	\$244(N)	NA	\$235 (C)(R)	\$400(C)(I)(R)	\$224(C)(I)(R)	\$400(C)(I)(R)	\$215(C)(I)(R)	\$0(C)	\$210(C)(I)(R)	\$0(C)
Fractional DS1	512Kbps	\$261(N)	NA	\$251(N)	\$400(N)	\$240(C)(I)	\$400(C)(I)	\$230(C)(I)	\$0(C)	\$225(C)(I)	\$0(C)
Fractional DS1	768Kbps	\$284(N)	NA	\$273(N)	\$400(N)	\$261(C)(R)	\$400(C)(I)	\$250(C)(R)	\$0(C)	\$244(C)(R)	\$0(C)
DS1	1.5Mbps	\$432(N)	N/A	\$415(C)(R)	\$450(C)(I)(R)	\$397(R)	\$450(I)(R)	\$380(I)(R)	\$0(C)	\$371(I)(R)	\$0(C)
DS3	40Mbps	\$3,171(N)	N/A	\$3,139(C)(R)	\$1,000(C)(R)	\$2,790(C)(I)(R)	\$1,000(C)(I)(R)	\$2,410(C)(I)(R)	\$0(C)	\$2,029(C)(I)(R)	\$0(C)

NNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$432(N)	NA	\$415(C)(I)(R)	\$450(C)(I)(R)	\$397(I)(R)	\$450(I)(R)	\$380(I)(R)	\$0	\$371(I)(R)	\$0
DS3	40Mbps	\$3,171(N)	NA	\$3,139(C)(R)	\$1,000(C)(R)	\$2,790(C)(I)(R)	\$1,000(C)(I)(R)	\$2,410(C)(I)(R)	\$0(C)	\$2,029(C)(I)(R)	\$0(C)

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)****5.8 Rates (Continued)**

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0 Port	56Kbps	\$78(N)	NA	\$68(C)(I)(R)	\$350(C)(I)(R)	\$67(I)(R)	\$350(I)(R)	\$65(I)(R)	\$0	\$60(I)(R)	\$0
Access	56Kbps	\$84(N)	NA	\$73(C)(I)	\$350(C)(R)	\$72(I)(R)	\$350(I)(R)	\$70(I)(R)	\$0	\$64(I)(R)	\$0
Total DS0 Port and Access	56Kbps	\$162(N)	NA	\$141(C)(I)(R)	\$700(C)(R)	\$139(I)(R)	\$700(I)(R)	\$135(I)(R)	\$0	\$124(I)(R)	\$0
DS0 Port	64Kbps	\$78(N)	NA	\$68(C)(R)	\$350(C)(I)	\$67(C)(R)	\$350(C)(I)	\$65(C)(I)	\$0(C)	\$60(C)(I)	\$0(C)
Access	64Kbps	\$84(N)	NA	\$73(C)	\$350(C)	\$72(C)	\$350(C)	\$70(C)(R)	\$0(C)	\$64(C)(R)	\$0(C)
Total DS0 Port and Access	64Kbps	\$162(N)	NA	\$141(C)(R)	\$700(C)(I)	\$139(C)(R)	\$700(C)(I)	\$135(C)(R)	\$0(C)	\$124(C)(I)(R)	\$0(C)
Fractional DS1 Port	128Kbps	\$168(N)	NA	\$161(C)(I)(R)	\$400(C)(I)(R)	\$155(C)(I)(R)	\$400(C)(I)(R)	\$148(C)(I)(R)	\$0(C)	\$145(C)(I)(R)	\$0(C)
Access	128Kbps	\$182(N)	NA	\$175(C)	\$400(C)(R)	\$167(C)(I)(R)	\$400(C)(R)	\$160(C)(I)(R)	\$0(C)	\$156(C)(I)(R)	\$0(C)
Total Fractional DS1 Port and Access	128Kbps	\$350(N)	NA	\$336(C)(I)(R)	\$800(C)(I)(R)	\$322(C)(I)(R)	\$800(C)(I)(R)	\$308(C)(I)(R)	\$0(C)	\$301(C)(I)(R)	\$0(C)
Fractional DS1 Port	256Kbps	\$224(N)	NA	\$215(C)(I)(R)	\$400(C)(I)(R)	\$206(C)(I)(R)	\$400(C)(I)(R)	\$197(C)(I)(R)	\$0(C)	\$193(C)(I)(R)	\$0(C)
Access	256Kbps	\$182(N)	NA	\$175(C)(I)(R)	\$400(C)(R)	\$167(C)(I)	\$400(R)	\$160(C)(I)	\$0(C)	\$156(C)(I)	\$0(C)
Total Fractional DS1 Port and Access	256Kbps	\$406(N)	NA	\$390(C)(I)(R)	\$800(C)(I)(R)	\$373(C)(I)(R)	\$800(C)(I)(R)	\$357(C)(I)(R)	\$0(C)	\$349(C)(I)(R)	\$0(C)
Fractional DS1 Port	384Kbps	\$244(N)	NA	\$235 (C)(R)	\$400(C)(I)(R)	\$224(C)(I)(R)	\$400(C)(I)(R)	\$215(C)(I)(R)	\$0(C)	\$210(C)(I)(R)	\$0(C)
Access	384Kbps	\$182(N)	NA	\$175(C)(I)	\$400(C)(R)	\$167(C)(I)	\$400(C)(I)(R)	\$160(C)(I)	\$0(C)	\$156(C)(I)	\$0(C)
Total Fractional DS1 Port and Access	384Kbps	\$426(N)	NA	\$410(C)(R)	\$800(C)(R)	\$391(C)(I)(R)	\$800(C)(I)(R)	\$375(C)(I)(R)	\$0(C)	\$366(C)(I)(R)	\$0(C)

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)**

(X)

**5.8 Rates (Continued)**

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fractional DS1 Port	512Kbps	\$261(N)	NA	\$251(N)	\$400(N)	\$240(C)(I)	\$400(C)(I)	\$230(C)(I)	\$0(C)	\$225(C)(I)	\$0(C)
Access	512Kbps	\$182(N)	NA	\$175(N)	\$400(N)	\$167(C)(I)	\$400(C)(R)	\$160(C)(I)	\$0(C)	\$156(C)(I)	\$0(C)
Total Fractional DS1 Port and Access	512Kbps	\$443(N)	NA	\$426(N)	\$800(N)	\$407(C)(I)	\$800(C)(I)	\$390(C)(I)	\$0(C)	\$381(C)(I)	\$0(C)
Fractional DS1 Port	768Kbps	\$284(N)	NA	\$273(N)	\$400(N)	\$261(C)(R)	\$400(C)(I)	\$250(C)(R)	\$0(C)	\$244(C)(R)	\$0(C)
Access	768Kbps	\$182(N)	NA	\$175(N)	\$400(N)	\$167(C)(I)	\$400(C)(R)	\$160(C)(I)	\$0(C)	\$156(C)(I)	\$0(C)
Total Fractional DS1 Port and Access	768Kbps	\$466(N)	NA	\$448(N)	\$800(N)	\$428(C)(R)	\$800(C)(I)	\$410(C)(R)	\$0(C)	\$400(C)(I)	\$0(C)
DS1 Port	1.5Mbps	\$432(N)	N/A	\$415(C)(R)	\$450(C)(I)(R)	\$397(R)	\$450(I)(R)	\$380(I)(R)	\$0(C)	\$371(I)(R)	\$0(C)
Access	1.5Mbps	\$182(N)	NA	\$175(C)(I)	\$400(C)(R)	\$167(I)	\$400(R)	\$160(I)	\$0	\$156(I)	\$0
Total DS1 Port and Access	1.5Mbps	\$614(N)	NA	\$590(C)(R)	\$850(C)(I)(R)	\$565(I)(R)	\$850(I)(R)	\$540(I)(R)	\$0	\$527(I)(R)	\$0
DS3 Port	40Mbps	\$3,171(N)	N/A	\$3,139(C)(R)	\$1,000(C)(R)	\$2,790(C)(I)(R)	\$1,000(C)(I)(R)	\$2,410(C)(I)(R)	\$0(C)	\$2,029(C)(I)(R)	\$0(C)
Access	40Mbps	\$2,368(N)	NA	\$2,345(C)(I)	\$1,250(C)(I)(R)	\$2,321(C)(I)(R)	\$1,250(C)(I)(R)	\$1,800(C)(I)(R)	\$0(C)	\$1,516(C)(I)(R)	\$0(C)
Total DS3 Port and Access	40Mbps	\$5,539(N)	NA	\$5,484(C)(I)(R)	\$2,250(C)(R)	\$5,111(C)(I)(R)	\$2,250(C)(R)	\$4,210(C)(I)(R)	\$0(C)	\$3,545(C)(I)(R)	\$0(C)

NNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1.5Mbps	\$432(N)	N/A	\$415(C)(R)	\$450(C)(I)(R)	\$397(R)	\$450(I)(R)	\$380(I)(R)	\$0(C)	\$371(I)(R)	\$0(C)
Access	1.5Mbps	\$182(N)	NA	\$175(C)	\$400(C)	\$167(C)(I)	\$400(C)(R)	\$160(C)(I)	\$0(C)	\$156(C)(I)	\$0(C)
Total DS1 Port and Access	1.5Mbps	\$614(N)	NA	\$590(C)(R)	\$850(C)(I)	\$565(C)(I)(R)	\$850(C)(I)	\$540(C)(I)(R)	\$0(C)	\$527(C)(I)(R)	\$0(C)
DS3 Port	40Mbps	\$3,171(N)	N/A	\$3,139(C)(R)	\$1,000(C)(R)	\$2,790(C)(I)(R)	\$1,000(C)(I)(R)	\$2,410(C)(I)(R)	\$0(C)	\$2,029(C)(I)(R)	\$0(C)
Access	40Mbps	\$2,368(N)	NA	\$2,345(C)	\$1,250(C)	\$2,321(C)(R)	\$1,250(C)(R)	\$1,800(C)(R)	\$0(C)	\$1,516(C)(R)	\$0(C)
Total DS3 Port and Access	40Mbps	\$5,539(N)	NA	\$5,484(C)(R)	\$2,250(C)(R)	\$5,111(C)(I)(R)	\$2,250(C)(R)	\$4,210(C)(I)(R)	\$0(C)	\$3,545(C)(I)(R)	\$0(C)(I)

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)**

(X)

**5.8 Rates (Continued)**

CIR Speed	Monthly						NRC*
	Standard PVC		Alternate Routing PVC		Disaster Recovery PVC		
	Quality of Service (QoS)						
	Standard	Priority	Standard	Priority	Standard	Priority	
8Kbps	\$3(C)(R)	\$5(N)	\$2(N)	\$4(N)	\$1(N)	\$3(N)	\$30(C)(I)
16Kbps	\$4(C)(R)	\$6(N)	\$3(N)	\$5(N)	\$2(N)	\$4(N)	\$30(C)(I)
32Kbps	\$5(C)(R)	\$7(N)	\$4(N)	\$6(N)	\$3(N)	\$4(N)	\$30(C)(I)
48Kbps	\$6(N)	\$8(N)	\$5(N)	\$7(N)	\$3(N)	\$4(N)	\$30(N)
56Kbps	\$7(C)(R)	\$9(N)	\$6(N)	\$9(N)	\$4(N)	\$5(N)	\$30(C)(I)
64Kbps	\$8(C)(R)	\$10(N)	\$7(N)	\$10(N)	\$4(N)	\$6(N)	\$30(C)(I)
128Kbps	\$9(C)(R)	\$14(N)	\$8(N)	\$11(N)	\$5(N)	\$7(N)	\$30(C)(I)
192Kbps	\$10(C)(R)	\$15(N)	\$9(N)	\$13(N)	\$5(N)	\$8(N)	\$30(C)(I)
256Kbps	\$11(C)(R)	\$17(N)	\$9(N)	\$14(N)	\$6(N)	\$8(N)	\$30(C)(I)
320Kbps	\$12(C)(R)	\$18(N)	\$10(N)	\$15(N)	\$6(N)	\$9(N)	\$30(C)(I)
384Kbps	\$14(C)(R)	\$21(N)	\$12(N)	\$18(N)	\$7(N)	\$11(N)	\$30(C)(I)
448Kbps	\$16(C)(R)	\$24(N)	\$14(N)	\$20(N)	\$8(N)	\$12(N)	\$30(C)(I)
512Kbps	\$18(C)(R)	\$27(N)	\$15(N)	\$23(N)	\$9(N)	\$14(N)	\$30(C)(I)
576Kbps	\$22(C)(R)	\$33(N)	\$19(N)	\$28(N)	\$11(N)	\$17(N)	\$30(C)(I)
640Kbps	\$24(C)(R)	\$36(N)	\$20(N)	\$31(N)	\$12(N)	\$18(N)	\$30(C)(I)
704Kbps	\$27(C)(R)	\$40(N)	\$23(N)	\$34(N)	\$13(N)	\$20(N)	\$30(C)(I)
768Kbps	\$28(C)(R)	\$42(N)	\$24(N)	\$36(N)	\$14(N)	\$21(N)	\$30(C)(I)
832Kbps	\$29(C)(R)	\$44(N)	\$25(N)	\$37(N)	\$15(N)	\$22(N)	\$30(C)(I)
896Kbps	\$31(C)(R)	\$46(N)	\$26(N)	\$39(N)	\$15(N)	\$23(N)	\$30(C)(I)
960Kbps	\$32(C)(R)	\$48(N)	\$27(N)	\$40(N)	\$16(N)	\$24(N)	\$30(C)(I)
1000Kbps	\$32(N)	\$49(N)	\$28(N)	\$41(N)	\$16(N)	\$24(N)	\$30(N)
1024Kbps	\$33(C)(R)	\$49(N)	\$28(N)	\$42(N)	\$16(N)	\$25(N)	\$30(C)(I)
1536Kbps	\$42(C)(R)	\$62(N)	\$35(N)	\$53(N)	\$21(N)	\$31(N)	\$30(C)(I)

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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## ADVANCED SERVICES TARIFF

**SECTION 5 – FRAME RELAY SERVICE (Continued)**

(X)

**5.8 Rates (Continued)**

CIR Speed	Monthly						NRC
	Standard PVC		Alternate Routing PVC		Disaster Recovery PVC		
	Quality of Service (QoS)						
	Standard	Priority	Standard	Priority	Standard	Priority	
2Mbps	\$48(C)(R)	\$73(N)	\$41(N)	\$62(N)	\$24(N)	\$36(N)	\$30(C)
3Mbps	\$61(C)(R)	\$92(N)	\$52(N)	\$78(N)	\$31(N)	\$46(N)	\$30(C)
4Mbps	\$72(C)(I)	\$108(N)	\$61(N)	\$92(N)	\$36(N)	\$54(N)	\$30(C)
5Mbps	\$82(C)(I)	\$123(N)	\$70(N)	\$105(N)	\$41(N)	\$62(N)	\$30(C)
6Mbps	\$91(C)(I)	\$137(N)	\$77(N)	\$116(N)	\$46(N)	\$68(N)	\$30(C)
7Mbps	\$100(C)(I)	\$149(N)	\$85(N)	\$127(N)	\$50(N)	\$75(N)	\$30(C)
8Mbps	\$107(C)(I)	\$161(N)	\$91(N)	\$137(N)	\$54(N)	\$81(N)	\$30(C)
9Mbps	\$115(C)(I)	\$173(N)	\$98(N)	\$147(N)	\$58(N)	\$86(N)	\$30(C)
10Mbps	\$122(C)(I)	\$183(N)	\$104(N)	\$156(N)	\$61(N)	\$92(N)	\$30(C)
11Mbps	\$129(C)(R)	\$194(N)	\$110(N)	\$165(N)	\$65(N)	\$97(N)	\$30(N)
12Mbps	\$136(C)(R)	\$204(N)	\$115(N)	\$173(N)	\$68(N)	\$102(N)	\$30(N)
13Mbps	\$142(C)(R)	\$213(N)	\$121(N)	\$181(N)	\$71(N)	\$107(N)	\$30(N)
14Mbps	\$148(N)	\$222(N)	\$126(N)	\$189(N)	\$74(N)	\$111(N)	\$30(N)
15Mbps	\$154(N)	\$231(N)	\$131(N)	\$197(N)	\$77(N)	\$116(N)	\$30(N)
16Mbps	\$160(N)	\$240(N)	\$136(N)	\$204(N)	\$80(N)	\$120(N)	\$30(N)
17Mbps	\$166(N)	\$249(N)	\$141(N)	\$211(N)	\$83(N)	\$124(N)	\$30(N)
18Mbps	\$171(N)	\$257(N)	\$146(N)	\$218(N)	\$86(N)	\$129(N)	\$30(N)
19Mbps	\$177(N)	\$265(N)	\$150(N)	\$225(N)	\$88(N)	\$133(N)	\$30(N)
20Mbps	\$182(N)	\$273(N)	\$155(N)	\$232(N)	\$91(N)	\$137(N)	\$30(N)
25Mbps	\$207(N)	\$310(N)	\$176(N)	\$264(N)	\$103(N)	\$155(N)	\$30(N)
30Mbps	\$230(N)	\$345(N)	\$207(N)	\$310(N)	\$115(N)	\$172(N)	\$30(N)
35Mbps	\$251(N)	\$377(N)	\$226(N)	\$339(N)	\$126(N)	\$188(N)	\$30(N)
40Mbps	\$271(N)	\$407(N)	\$258(N)	\$387(N)	\$136(N)	\$203(N)	\$30(N)

\* Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5) year TPP.

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## ADVANCED SERVICES TARIFF

**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.

(D)(X)  
(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).

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.1 Service Description (Continued)**

(D)(X)

(D)(X)

**6.1.5 Operating Speeds – All ASI Regions<sup>(1)</sup>**

(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.

(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 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**

(Continued)

**6.2 Service Provisioning**

**6.2.1** Minimum connection speed or "sync-rate" is between the NID at the End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads and factors that may not be in Company's control. If Company is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges.

**6.2.2** Company's DSL Transport Service is offered via a line sharing arrangement (High Frequency Portion of the Line – HFPL) over an SBC ILEC-provided (non-resold, non-UNE-Platform) retail POTS line.

**6.2.3** Company will offer DSL Transport Service only within a limited area surrounding the ILEC central offices. This area will be defined by Company and Company retains the discretion to change this area from time to time for new DSL Transport Service.

**6.2.4** Company only supports one PVC or virtual session over a single DSL Line.

**6.2.5** Company only provides UBR Service.

**6.2.6** Traffic Discard Priority does not apply.

**6.2.7** Customer must have connectivity to Company's ATM network within the LATA where Customer chooses to purchase DSL Transport, with the logical ATM inventory included in Company's database. Customer shall provide Company, in advance, virtual path ("VP")/virtual circuit ("VC") information. Company will not provision DSL Transport Service without VP/VC information.

(T)(X)

**6.2.8** ASI-West utilizes VP provisioning to each Company DSLAM in each central office for Wholesale DSL Transport logical connectivity. The VPC provisioned to the Company's DSLAM in each central office will be billed at standard ATM VPC tariff rates found in Section 4.4 or Standard ATM UBR VPC tariff rates found in Section 4.8, respectively.

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(T)(X)

(N)(X)

(N)(X)

(D)(X)

(T)(X)

In Company DSLAMS that have become exhausted (no ports available), a VPC to an alternate Company DSLAM in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.2 Service Provisioning (Continued)**

- 6.2.9** ASI-Central and ASI-Northeast utilize VC provisioning to Company's ATM network for Wholesale DSL Transport logical connectivity.

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

VC provisioning gives Customer access to all central office based DSLAMs in the LATA in which Customer requests Service.

- 6.2.10** ASI-North utilizes Layer Two Tunneling Protocol (L2TP) provisioning for Wholesale DSL Transport logical connectivity to each L2TP Access Concentrator in each LATA. Customer is billed at standard ATM UBR PVC tariff rates found in Section 4.4 or Standard ATM UBR VPC tariff rates found in Section 4.8, respectively. A single UBR charge applies on each ATM Access or Access Link in each LATA.

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

- 6.2.11** For ASI-Central, ASI-West and ASI-Northeast, in cases where Company utilizes Optical Concentration Devices (OCDs) installed by Company's vendors or affiliates to provide DSL Transport, a VPC to each selected central office with an OCD is required. The first VPC to each selected central office with an OCD will be provided at no charge. Additional VPCs will be billed at standard ATM VPC tariff rates found in Section 4.4, or Standard ATM UBR VPC tariff rates found in section 4.8, respectively.

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

In Company OCDs that have become exhausted (no ports available), a VPC to an alternate Company OCD in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

(N)(X)  
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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.3 Customer Support**

- 6.3.1** Customer is responsible for providing all customer support to its End Users, and all marketing, billing, ordering and repair for its End Users.
- 6.3.2** 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.
- 6.3.3** 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.

**6.4 Volume Commitment Plans**

- 6.4.1 50-249 Volume Commitment:** Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Qty of in service DSL Transport lines multiplied by \$18.

In addition, Customer shall pay month to month prices going forward until it has achieved at least fifty (50) DSL Transport lines in service with Company.

- 6.4.2 250 and Greater Volume Commitment:** Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Qty of in service DSL Transport lines multiplied by \$6.

In addition, Customer shall pay "50-249" or month to month prices going forward, as applicable, until it has achieved at least two-hundred fifty (250) DSL Transport lines in service with Company.

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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.

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**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	# of DSL Arrangements	# of DSL Arrangements	# 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.<sup>(1)</sup>

(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.

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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) (Continued)****Minimum Term Commitment**

Each DSL Transport Service Arrangement ordered hereunder shall have a minimum term commitment of one year. Customers who do not meet the minimum term commitment will be charged a Termination Liability.

**Shortfall Liability**

At the end of each Contract Year, Company will review the Customer's account to determine if the cumulative number of DSL Transport Service Arrangements for that Contract Year has been met. If Customer has purchased less than 95% of the Committed Volume of DSL Transport Service Arrangements, Customer shall be assessed a Shortfall Liability. The amount of the Shortfall Liability will be equal to the Shortfall Payment Amount below for the Shortfall Threshold Level described above that corresponds to the actual number of DSL Transport Service Arrangements Customer had in service as of the end of the Contract Year multiplied by the sum of all DSL Transport Service Arrangements the customer had in service at the end of each month during the Contract Year.

The customer will not be charged a Shortfall Liability for any Contract Year in which the customer meets 95% or more of the Committed Volume of DSL Transport Service Arrangements on the last day of the Contract Year.

Except as described under Volume Threshold Failure Liability below, the Shortfall Liability described herein will be the exclusive customer liability for failure to meet the Committed Volume of DSL Service Arrangements described in this subsection.

**Shortfall Payment Amount**

<b>Shortfall Threshold Level</b>	<b>Amount</b>
1	\$ 5
2	\$ 4
3	\$ 2

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ADVANCED SERVICES TARIFF

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

At the end of the first three (3) months of Contract Year 3, Company will calculate Customer's average number of DSL Transport Service Arrangements currently in service over such three month period. This 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. If Customer's average number of DSL Service Arrangements for such three month period is less than 60% of the Committed Volume of DSL Transport Service Arrangements required, the customer will be assessed a Volume Threshold Failure Liability in addition to the Shortfall Liability discussed above.

The Volume Threshold Failure Liability will be calculated as follows:

$((\text{Volume Threshold} - \text{Three Month Average of the first three months of Contract Year 3}) / (\text{Volume Threshold})) * \$15\text{M}.$

Volume Threshold=60% of the Committed Volume of DSL Transport Service Arrangements at the end of Contract Year 2.

Three Month Average = the sum of the number of DSL Transport Service Arrangements as of the end of each of the aforementioned three months of Contract Year 3 divided by three.

The Volume Threshold Failure Liability described herein will be the exclusive customer liability for failure to meet the Volume Threshold described in this subsection.

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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) (Continued)****Termination Liability**

Every DSL Transport Service Arrangement ordered by the customer shall have a minimum term commitment of one year. The customer will be assessed a Termination Liability for each DSL Transport Service Arrangement which is terminated by the customer prior to the expiration of the one year minimum term commitment. Termination charges will not apply if Customer terminates a DSL Transport Service Arrangement and the disconnect completion date is within 14 calendar days after the service order completion date. The Termination Liability shall be the lesser of:

(C)(X)  
(C)(X)  
(C)(X)

1. \$125.00 per DSL Transport Service Arrangement; or,
2. the aggregate of the remaining monthly rates until the expiration of the one year minimum service period for each DSL Transport Service 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 Service Arrangement but customer's End User retains the associated local exchange service loop (local loop) prior to the expiration of the one year minimum term commitment; or,
- prior to expiration of the one year minimum term commitment, the customer's End User moves to a Company area equipped to provide DSL Transport Service and does not have an DSL Transport Service Arrangement connected at the new address.

Termination Liability will not apply to customers if:

- the DSL Transport Service Arrangement is moved to a Company address not equipped to provide DSL Transport Service; or,
- the DSL Transport Service Arrangement is moved to a Company area equipped to provide DSL Transport Service and the customer continues the existing DSL Transport Service Arrangement.

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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)\***

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.

<b>Volume Level</b>
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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## 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)\*****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.

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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<sup>(1)</sup> 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.

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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<sup>(1)</sup>. 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.

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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:

<b>DSL Transport Speed Tier Hierarchy</b>
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.

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## ADVANCED SERVICES TARIFF

**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<sup>(1)</sup>**

(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.

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## ADVANCED SERVICES TARIFF

**SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**6.6 Rates – All ASI Regions<sup>(1)</sup> (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)

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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).

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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)

(N)(X)

**7.1.5 Operating Speeds – All ASI Regions<sup>(1)</sup>**

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)**7.2 Service Provisioning**

**7.2.1** Minimum connection speed or "sync-rate" is between the NID at the Authorized R-LAN End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Connection speeds may be higher under optimal conditions. Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads, and other factors that may not be in Company's control. If Company is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges.

**7.2.2** Company's R-LAN DSL Transport Service is offered via a line sharing arrangement (High Frequency Portion of the Line – HFPL) over an SBC ILEC-provided (non-resold, non-UNE-Platform) retail POTS line.

**7.2.3** Company will offer R-LAN DSL Transport Service only within a limited area surrounding the ILEC central offices. This area will be defined by Company and Company retains the discretion to change this area from time to time for new DSL Transport Service.

**7.2.4** Company only supports one PVC or virtual session over a single DSL Line.

**7.2.5** Company only provides UBR Service.

**7.2.6** Traffic Discard Priority does not apply.

**7.2.7** Customer must have connectivity to Company's ATM network within the LATA Customer chooses to purchase R-LAN DSL Transport, with the logical ATM inventory included in Company's database. Customer shall provide Company, in advance, virtual path ("VP")/virtual circuit ("VC") information. Company will not provision R-LAN DSL Transport Service without VP/VC information.

(T)(X)

**7.2.8** ASI-West utilizes VP provisioning to each Company DSLAM in each central office for R-LAN DSL Transport logical connectivity. The VPC provisioned to the Company's DSLAM in each central office will be billed at standard ATM VPC tariff rates found in Section 4.4 or Standard ATM UBR VPC tariff rates found in Section 4.8, respectively.

(T)(X)

(T)(X)

(N)(X)

(N)(X)

(D)(X)

In Company DSLAMS that have become exhausted (no ports available), a VPC to an alternate Company DSLAM in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

(C)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 7 – REMOTE LAN DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT**  
(Continued)**7.2 Service Provisioning (Continued)**

- 7.2.9** ASI-Central and ASI-Northeast utilize VC provisioning to Company's ATM network for R-LAN DSL Transport logical connectivity. (D)(X)  
(D)(X)  
(D)(X)  
VC provisioning gives Customer access to all central office based DSLAMs in the LATA in which Customer requests Service. (N)(X)  
(N)(X)
- 7.2.10** ASI-North utilizes Layer Two Tunneling Protocol (L2TP) provisioning for R-LAN DSL Transport logical connectivity to each L2TP Access Concentrator in each LATA. Customer is billed at standard ATM UBR PVC tariff rates found in Section 4.4 or Standard ATM UBR VPC tariff rates found in Section 4.8, respectively. A single UBR charge applies on each ATM Access or Access Link in each LATA. (T)(X)  
(N)(X)  
(N)(X)
- 7.2.11** For ASI-Central, ASI-West and ASI-Northeast, in cases where Company utilizes Optical Concentration Devices (OCDs) installed by Company's vendors or affiliates to provide DSL Transport, a VPC to each selected central office with an OCD is required. The first VPC to each selected central office with an OCD will be provided at no charge. Additional VPCs will be billed at standard ATM VPC tariff rates found in Section 4.4, or Standard ATM UBR VPC tariff rates found in section 4.8, respectively. (T)(X)  
(T)(X)  
(T)(X)  
(N)(X)  
(N)(X)
- In Company OCDs that have become exhausted (no ports available), a VPC to an alternate Company OCD in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC. (N)(X)  
(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.

(C)(X)

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## ADVANCED SERVICES TARIFF

**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<sup>(1)</sup>**

(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.

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

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(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 8 – NETWORK ACCESS POINT (NAP)**

**8.1 Service Description**

- 8.1.1** The Network Access Point (NAP) utilizes ATM technology to allow Internet Service Providers (ISPs), government, research, and educational organizations to interconnect and exchange information. This exchange of Internet traffic is generally referred to as "peering".
- 8.1.2** The ASI-North NAP and the ASI-West NAP are two of the four original National Science Foundation sponsored Network Access Points for Internet infrastructure.
- 8.1.3** Currently the NAP supports ATM connectivity at full bandwidth rates of DS-3 (45 Mbps), OC-3c (155 Mbps), or OC-12c (622 Mbps).

(T)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.2 Service Provisioning**

- 8.2.1** An ATM Permanent Virtual Circuit (PVC) connection is routed as a single entity across the NAP, using a single Virtual Path Identifier (VPI) and Virtual Circuit Identifier (VCI) address combination. (T)(X)  
(T)(X)  
(T)(X)
- 8.2.2 IP Address and VPI/VCI Assignment**  
Customers of the NAP use PVCs to exchange traffic between different ISPs' routers. Customers are assigned one VPI/VCI pair unique to its ATM port. When PVCs interconnect two Customers, the VPI/VCI used at each endpoint is associated with the Customer on the opposite end of the PVC. (T)(X)  
(N)(X)  
(N)(X)  
(N)(X)
- 8.2.3 Peering: Bilateral Agreements vary by region.** (D)(X)  
NAP attaching Customers should intend to form bilateral agreements with other NAP-attached Customers. A physical connection to the NAP should not be considered as a commodity Internet connection. (D)(X)  
(D)(X)  
(D)(X)  
(D)(X)  
(D)(X)
- 8.2.4 Unspecified Bit Rate (UBR)** (T)(X)  
UBR is the only Service category that will be supported with the NAP. The tolerance of UBR for bursty traffic enables the NAP to handle traffic fluctuations characteristic of Internet peering partnerships. (T)(X)  
(T)(X)
- 8.2.5** With UBR, the application is assumed to be tolerant of network delays and not to require a timing relationship on each end of the connection. In addition, data applications requiring very high performance (that is, low cell loss) but not needing a timing relationship on each end and can feasibly use a UBR connection. (T)(X)  
(T)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.3 Rate Elements**

There are monthly recurring charges and nonrecurring charges that apply to the NAP Service. (T)(X)

The following describes the service components of NAP. There is one rate element that combines the Port, PVC and Access. (T)(X)  
(T)(X)

Monthly recurring charges apply each month or fraction thereof, based upon the Port speed and TPP selected. (T)(X)  
(D)(X)  
(D)(X)

**8.3.1 NAP Port**

The NAP Port is a network interface that offers customers access to the NAP network. The NAP Port is offered at DS3, OC-3c, and OC-12c speeds. (T)(X)

**8.3.2 NAP Access** (T)(X)

NAP Access is the DS3, OC-3c, or OC-12c circuit between the NAP and the customer's meetpoint. (T)(X)

**8.3.3 NAP PVC** (N)(X)

A NAP PVC is a logical connection between ports that allows origination and termination of Customer ISP traffic. (N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.4 Rates****ASI-West**

Colocation / No Mileage		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 5,000	\$ 6,000	\$ 4,500	\$ 3,000	\$ 3,800	\$ 0
OC-3c(T)(X)	148 Mbps	\$ 8,500	\$ 7,000	\$ 7,600	\$ 3,500	\$ 6,500(R)(X)	\$ 0
OC-12c(T)(X)	622 Mbps	\$ 24,100	\$ 9,000	\$ 21,900	\$ 4,500	\$18,000(R)(X)	\$ 0

Colocation Up To Five (5) Miles		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 5,200	\$ 6,000	\$ 4,700	\$ 3,000	\$ 4,000	\$ 0
OC-3c(T)(X)	148 Mbps	\$ 9,400	\$ 7,000	\$ 8,400	\$ 3,500	\$ 7,500	\$ 0
OC-12c(T)(X)	622 Mbps	\$ 25,800	\$ 9,000	\$ 23,300	\$ 4,500	\$ 20,750	\$ 0

Non-Colocation / No Mileage		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 6,400	\$ 6,000	\$ 5,000	\$ 3,000	\$ 4,100	\$ 0
OC-3c(T)(X)	148 Mbps	\$ 10,100	\$ 7,000	\$ 8,300	\$ 3,500	\$ 6,700	\$ 0
OC-12c(T)(X)	622 Mbps	\$ 26,000	\$ 9,000	\$ 22,900	\$ 4,500	\$ 18,400	\$ 0

Non-Colocation Up To Five (5) Miles		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 7,100	\$ 6,000	\$ 5,800	\$ 3,000	\$ 4,800	\$ 0
OC-3c(T)(X)	148 Mbps	\$ 13,300	\$ 7,000	\$ 11,000	\$ 3,500	\$ 9,100	\$ 0
OC-12c(T)(X)	622 Mbps	\$ 34,700	\$ 9,000	\$ 30,800	\$ 4,500	\$ 25,200	\$ 0

**Monthly Mileage Rates**

Rates for Connections beyond five (5) include the following per air mile charge added to the 'Non-collocation Up to Five Miles' pricing above. The total mileage is computed as net mileage. That is, five (5) miles are deducted from the total distance from the NAP C.O. to the customer premises:

Port	Speed	1 Yr.	3 Yr.	5 Yr.
DS3	40 Mbps	\$ 42	\$ 42	\$ 42
OC-3c(T)(X)	148 Mbps	\$ 193	\$ 154	\$ 110
OC-12c(T)(X)	622 Mbps	\$ 330	\$ 275	\$ 200

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## ADVANCED SERVICES TARIFF

**SECTION 8 – NETWORK ACCESS POINT (NAP) (Continued)****8.4 Rates (Continued)****ASI-North**

Franklin Carrier Meet		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 4,900	\$ 2,000	\$ 4300	\$ 2000	\$ 3,900	\$ 2000
OC-3c(T)(X)	148 Mbps	\$ 5,800	\$ 3,000	\$ 5,400	\$ 3000	\$ 4,700	\$ 3000
OC-12c(T)(X)	622 Mbps	\$ 10,900	\$ 4,000	\$ 10,100	\$ 4000	\$ 9,300	\$ 4000

Wabash Carrier Meet		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 5,400	\$ 2,000	\$ 5,100	\$ 2000	\$ 4,400	\$ 2000
OC-3c(T)(X)	148 Mbps	\$ 6,200	\$ 3,000	\$ 5,900	\$ 3000	\$ 5,200	\$ 3000
OC-12c(T)(X)	622 Mbps	\$ 13,600	\$ 4,000	\$ 12,600	\$ 4000	\$ 11,600	\$ 4000

Franklin CO. Zero Miles		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 5,900	\$ 2,000	\$ 5,400	\$ 2000	\$ 4,700	\$ 2000
OC-3c(T)(X)	148 Mbps	\$ 6,900	\$ 3,000	\$ 6,400	\$ 3000	\$ 5,700	\$ 3000
OC-12c(T)(X)	622 Mbps	\$ 14,800	\$ 4,000	\$ 13,700	\$ 4000	\$ 12,700	\$ 4000

Franklin Co. One Mile		1 Year		3 Year		5 Year	
Port	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS3	40 Mbps	\$ 6,600	\$ 2,000	\$ 5,800	\$ 2000	\$ 5,400	\$ 2000
OC-3c(T)(X)	148 Mbps	\$ 7,500	\$ 3,000	\$ 7,200	\$ 3000	\$ 6,500	\$ 3000
OC-12c(T)(X)	622 Mbps	\$ 17,500	\$ 4,000	\$ 16,200	\$ 4000	\$ 15,000	\$ 4000

**Monthly Mileage Rates**

Rates for connection beyond the above listed categories include the following per air mile charge added to the 'Franklin C.O. One Mile' pricing above. The total mileage is computed as net mileage. That is, one mile is deducted from the total distance from the Franklin C.O. to the customer premises:

Port	Speed	1 Yr.	3 Yr.	5 Yr.
DS3	40 Mbps	\$ 72	\$ 63	\$ 54
OC-3c(T)(X)	148 Mbps	\$ 320	\$ 280	\$ 240
OC-12c(T)(X)	622 Mbps	\$ 640	\$ 560	\$ 480

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS**

Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations.

**Frame Relay Service Nonrecurring Charge Waiver**

Company will waive the following Nonrecurring Charges for new Frame Relay Service ordered under a three (3) year or five (5) year TPP for the period from September 22, 2001 through December 21, 2001:

- 1) All Access Link and Port and Port Only Nonrecurring Charges in all ASI Regions
- 2) PVC Nonrecurring Charges in the ASI-North Region.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

**ATM Service Nonrecurring Charge Waiver**

Company will waive the following Nonrecurring charges for new ATM Service Ordered under a three (3) year or five (5) year TPP for the period from September 22, 2001 through December 21, 2001:

- 1) All Access Link and Port and Port Only Nonrecurring Charges in all ASI regions, except ASI-Northeast
- 2) PVC Nonrecurring Charges in the ASI-North Region.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS****Wholesale Digital Subscriber Line (DSL) Transport Service Credit**

(N)(X)

The Wholesale Digital Subscriber Line (DSL) Transport Service Credit promotion applies to Wholesale DSL Transport Services purchased from the tariff and from grandfathered contracts. For the period of January 1, 2002 through February 28, 2002, the Wholesale DSL Transport Service Credit promotion offers Customers a one-time credit to the monthly charges for Wholesale DSL Transport Service based on the following terms:

- 1) Company receives order for new Wholesale DSL Transport Service during the promotional period;
- 2) Wholesale DSL Transport Service ordered during the promotional period must remain active through May 1, 2002 to qualify for the one-time credit;
- 3) If Customer terminates a Wholesale DSL Transport Service ordered during the promotional period prior to May 1, 2002, no one-time credit will be given;
- 4) The one-time credit will be applied on the first bill following May 15, 2002;
- 5) The one-time credit will apply as follows:
  - Customers who are not participating in DSL-VDP will receive a \$25 credit for each new Wholesale DSL Transport Service ordered during promotional period.
  - Customers participating in DSL-VDP will receive a \$50 credit for each new Wholesale DSL Transport Service ordered during the promotional period that exceeds the total number of Wholesale DSL Transport Services ordered between November 1, 2001 and December 31, 2001.

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS** (Continued)**Wholesale Digital Subscriber Line (DSL) Transport Service Credit**

(N)(X)

The Wholesale Digital Subscriber Line (DSL) Transport Service Credit promotion applies to Wholesale DSL Transport Services purchased from the tariff and from grandfathered contracts\*. For the promotional period of March 1, 2002 through March 30, 2002, the Wholesale DSL Transport Service Credit promotion offers Customers a one-time credit to the monthly charge for Wholesale DSL Transport Service based on the following terms:

- 1) Company receives order for new Wholesale DSL Transport Service during the promotional period;
- 2) Wholesale DSL Transport Service ordered during the promotional period must remain active through June 1, 2002 to qualify for the one-time credit;
- 3) If Customer terminates a Wholesale DSL Transport Service ordered during the promotional period prior to June 1, 2002, no one-time credit will be given;
- 4) The one-time credit will be applied on the first bill following June 15, 2002;
- 5) The one-time credit will apply as follows:
  - Customers who are not participating in DSL-VDP will receive a \$25 credit for each new Wholesale DSL Transport Service ordered during promotional period.
  - Customers participating in DSL-VDP will receive a \$50 credit for each new Wholesale DSL Transport Service ordered during the promotional period that exceeds half the total number of Wholesale DSL Transport Services ordered between November 1, 2001 and December 31, 2001.

(N)(X)

\* See Section 2.11.1.

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS (Continued)****Frame Relay Service Monthly Recurring Charge Promotion**

For new Frame Relay Service ordered under a three (3) year or five (5) year TPP for the period from April 15, 2002 through July 12, 2002, Company will offer Customer a payment in April of each TPP year equal to the following Monthly Recurring Charges:

- 1) All Access Link and Port and Port Only Monthly Recurring Charges in ASI-Central, ASI-North and ASI-Northeast Regions as billed in January of each TPP year, up to 10 circuits.
- 2) PVC Monthly Recurring Charges in the ASI-North and ASI-Northeast Regions and Logical Link Monthly Recurring Charges in the ASI-Central Region as billed in January of each TPP year, up to 10 circuits.

Services ordered pursuant to this promotion are not eligible for other Frame Relay Service promotions. If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff, and Customer will be assessed and liable for the total amount of monthly recurring charges received in the form of a payment check as a result of this promotion.

**ATM Service Monthly Recurring Charge Promotion**

For new ATM Service ordered under a three (3) year or five (5) year TPP for the period from April 15, 2002 through July 12, 2002, Company will offer Customer a payment in April of each TPP year equal to the following Monthly Recurring Charges:

- 1) All Access Link and Port and Port Only Monthly Recurring Charges in ASI-Central, ASI-North and ASI-Northeast Regions as billed in January of each TPP year, up to 5 circuits.
- 2) PVC Monthly Recurring Charges in the ASI-North and ASI-Northeast Regions and VPC/VCC Monthly Recurring Charges in ASI-Central as billed in January of each TPP year, up to 5 circuits.

Services ordered pursuant to this promotion are not eligible for other ATM Service promotions. If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff, and Customer will be assessed and liable for the total amount of monthly recurring charges received in the form of a payment check as a result of this promotion.

(N)(X)

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 9 – PROMOTIONS****Frame Relay Service Nonrecurring Charge Waiver**

Company will waive the following Nonrecurring Charges for new Frame Relay Service ordered under a two (2) year TPP for the period from June 1, 2002 through August 28, 2002:

- 1) All Access Link and Port, and Port Only Nonrecurring Charges in all ASI Regions
- 2) PVC Nonrecurring Charges in the ASI-North Region.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 9 – PROMOTIONS** (Continued)**Wholesale Digital Subscriber Line (DSL) Transport Service Credit**

The Wholesale Digital Subscriber Line (DSL) Transport Service Credit promotion applies to new Wholesale DSL Transport Service Lines ordered from the tariff and from grandfathered contracts.<sup>(1)</sup> For the period of August 1, 2002 through October 31, 2002, any Customer who orders a new Wholesale DSL Transport Service Line will receive a credit of \$75, per Line, to their monthly charges. The promotion will be based on the following terms:

- 1) Company receives order for new Wholesale DSL Transport Service Line during the promotional period;
- 2) Credit(s) received by the Customer under this promotion will be inclusive of any other credits and/or payments received from Company for ordering Wholesale DSL Transport Service. If other credits and/or payments exceed \$75 per month, no credit will be received under this promotion;
- 3) Customers participating in DSL-VDP:
  - (a) Customers entering into a DSL-VDP prior to January 1, 2002 must increase their quantity of orders for new DSL Lines each month of the promotional period by 10% over their Order Commitment. DSL-VDP Customers who do not exceed their Order Commitment by 10% for any month during the promotional period will not receive a credit under this promotion for the respective month.

Company will determine Customer's Order Commitment by calculating average number of orders placed in the months of January, February and March.

$$\begin{array}{rcl} \text{Order Commitment} & = & \begin{array}{l} \text{Lines Ordered in January} \\ + \text{Lines Ordered in February} \\ + \text{Lines Ordered in March} \end{array} \\ & & \underline{\hspace{1.5cm}} \\ & & 3 \end{array}$$

Example:

A DSL-VDP Customer ordered 170 Wholesale DSL Transport Lines in January 2002, 160 Lines in February 2002 and 180 Lines in March 2002. Their Order Commitment is calculated as follows:

$$\text{Order Commitment} = \frac{170 + 160 + 180}{3} = 170 \text{ DSL Lines Ordered}$$

$$\begin{array}{rcl} 10\% \text{ of Order} & & \\ \text{Commitment} & = & .10 \times 170 = 17 \text{ Lines} \end{array}$$

In this example, to receive the monthly credits, Customer must order at least 187 new Wholesale DSL Transport Lines for each of the months of the promotional period. If the 10% increase is achieved each month, Customer will receive credit for all new DSL Lines ordered.

- (b) New Customers entering into a DSL-VDP on or after January 1, 2002 are not required to adhere to the Order Commitment provision, as described in paragraph 3(a) above, to receive the monthly credits.

(1) See Section 2.11.1.

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(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 9 – PROMOTIONS** (Continued)**Wholesale Digital Subscriber Line (DSL) Transport Service Credit (Continued)**

4) All credits will be received according to the schedule below:

- Any new Wholesale DSL Transport Service Lines ordered during the month of August of the promotional period will receive a \$75 credit in the first bill following November 15, 2002. Lines ordered in August must remain active through October 31, 2002, otherwise no credit will be given;
- Any new Wholesale DSL Transport Service Lines ordered during the month of September of the promotional period will receive a \$75 credit in the first bill following December 15, 2002. Lines ordered in September must remain active through November 30, 2002, otherwise no credit will be given;
- Any new Wholesale DSL Transport Service Lines ordered during the month of October of the promotional period will receive a \$75 credit in the first bill following January 15, 2003. Lines ordered in October must remain active through December 31, 2002, otherwise no credit will be given.

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(N)(X)

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**SECTION 9 – PROMOTIONS** (Continued)**Frame Relay Service Nonrecurring Charge Waiver**

Company will waive the following Nonrecurring Charges for new Frame Relay Service ordered from Sections 5.5 through 5.8 under a two (2) year TPP for the period from October 1, 2002 through December 29, 2002:

- 1) All Port Only and Port and Access Nonrecurring Charges.
- 2) PVC Nonrecurring Charges.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Section 3 of this tariff and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

(N)(X)

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ADVANCED SERVICES TARIFF

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**SECTION 10 - SPECIAL CONSTRUCTION****10.1 Regulations**

- 10.1.1** When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates, and charges set forth in the appropriate service section.
- 10.1.2** When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates, and charges set forth in the appropriate service section.
- 10.1.3** Special construction is required if 1) facilities or equipment is not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.
- 10.1.4** Special construction charges will be developed based on estimated costs.
- 10.1.5** Written Customer approval of all special construction charges must be provided to Company prior to start of construction.
- 10.1.6** For Services provided on a month to month basis, Customer must pay all special construction charges upfront before Company will begin special construction.
- 10.1.7** For Services provided pursuant to a volume or term commitment, Company may spread special construction charges across the term of the commitment, which will be in addition to any charges associated with the Service. If Customer cancels Service after construction has begun, but before commencement of Service, Customer will be liable for all charges incurred by Company. If Customer cancels Service after commencement of Service, Customer will be liable for all unpaid special construction charges in addition to any termination liability associated with termination of Service as set forth in the appropriate service section.
- 10.1.8** If Customer fails to pay special construction charges due, refusal and discontinuance of the Services using the specially constructed facilities shall be in accordance with the appropriate regulations under which the Service is being provided.
- 10.1.9** Rates, charges and liabilities for special construction to provide facilities for use are following.

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ADVANCED SERVICES TARIFF

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**SECTION 10 - SPECIAL CONSTRUCTION** (Continued)

**10.2 Charges**

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## ADVANCED SERVICES TARIFF

**SECTION 11 – DISCOUNT PRICING PLANS**

- 11.** This section of the tariff contains discount pricing plans that apply to Services noted in each plan.

**11.1 TPP Volume Discount Plan (TVP)**

- 11.1.1** TPP Volume Discount Plan (TVP) is a discount pricing plan available to all Frame Relay and ATM Service Arrangements, except as noted in (5) and (6) below. TVP applies as follows:

(N)(X)

1. Customer is required to submit a Confirmation of Service Order to Company specifying it wishes to participate in TVP and identify desired Volume Commitment Level;
2. New Frame Relay or ATM Services in all regions ordered under a two (2)\*, three (3) or five (5) year TPP will qualify for the TVP discounts;
3. Existing Frame Relay or ATM Services in all regions that are converted to new two (2)\*, three (3) or five (5) year TPPs greater than or equal in length to the remaining portion of their current period qualify for TVP;
4. TVP discounts apply to monthly recurring charges for Frame Relay or ATM Port, PVCs<sup>(1)</sup>, Access Link and Port, Port and Access and Port/Transport combinations in all regions. TVP discounts will be in addition to any discounts received under Term Pricing Plans. PVCs will receive TVP discounts but will not contribute to the Volume Commitment Levels described below;
5. Frame Relay Service purchased from Sections 5.1 through 5.4 at 56 Kbps and 64 Kbps in all regions, and OC-3 ATM Service purchased from Sections 4.1 through 4.4 in ASI-Northeast will contribute to the Volume Commitment Levels described below but will not receive TVP discounts.
6. For TVP Customers who submit Confirmation of Service Order to Company on or after September 28, 2002, Service arrangements purchased under ATM Host-Link are not eligible to receive TVP discounts and do not count toward the Volume Commitment Levels.

(N)(X)

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(N)(X)

(T)(X)

(T)(X)

(T)(X)

(N)(X)

| |

(N)(X)

**11.1.2 Volume Discount Levels**

Each Frame Relay or ATM Port, Access Link and Port, Port and Access or Port/Transport combination that meet the conditions set forth in 11.1.1 above will count toward the Volume Commitment Levels. A Service arrangement is defined as one Frame Relay or ATM Port Only or one Access Link and Port, Port and Access or Port/Transport combination.

(N)(X)

(T)(X)

(N)(X)

(N)(X)

(N)(X)

Services purchased on a month-to-month or one (1) year basis and Services converted to the Out of Term rates will not contribute to the Volume Commitment Level.

(N)(X)

(N)(X)

Customers may increase their volume discount level at any time during the TPP period. To receive the increased discount, Customer must sign a new two (2)\*, three (3) or five (5) year TPP for all Services to be included in discount and submit a new Confirmation of Service Order indicating their desire to increase their Volume Commitment Level.

Section 11.1.1 preceding applies to all Frame Relay and ATM Service arrangements used to increase the Volume Commitment Level.

- \* The two (2) year TPP is not available for ATM Service purchased from Sections 4.1 through 4.4.  
(1) The TVP discounts apply to the monthly recurring charges for PVCs only if purchased from ATM Service offered in Sections 4.5 through 4.8 or Frame Relay Service offered in Section 5.5 through 5.8.

(C)(X)

(N)(X)

(N)(X)

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## ADVANCED SERVICES TARIFF

**SECTION 11 – DISCOUNT PRICING PLANS (Continued)****11.1 TPP Volume Discount Plan (TVP) (Continued)****11.1.3 Volume Discount Levels and TVP Discounts**

**Number of Frame and  
ATM Service Arrangements** **24\*, 36 or 60 Month TPP**  
(This category applies to Frame only or any combination of Frame and  
ATM Service arrangements)

(T)(X)  
(C)(X)

10-49	5%
50-99	7%
100-199	9%
200-299	11%
300+	13%

**Number of ATM  
Service Arrangements** **24\*, 36 or 60 Month TPP**  
(This category applies to ATM Service arrangements only)

(T)(X)  
(C)(X)

5-14	5%
15-24	7%
25-49	9%
50+	12%

**11.1.4 Annual Review**

Company will verify that Customer is maintaining its Volume Commitment Level annually on anniversary date of TVP agreement. Customer must maintain service quantities equal to or greater than their minimum volume commitment to remain eligible for the discount. If Customer drops below their committed volume level, Company will downgrade Customer to the appropriate volume discount level for which they qualify. If Customer's volume level drops below the minimum Volume Commitment Level specified in 11.1.3 preceding, TVP will no longer apply.

\* The two (2) year TPP is not available for ATM Service purchased from Sections 4.1 through 4.4.

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

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