

ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 21-30, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 4 contains all changes from the original tariff that are in effect on the date hereof.

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ACCESS SERVICE
RATES, RULES AND CHARGES
CHECK SHEET (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP)(A) General Description

The DS1 Term Payment Plan (DS1 TPP) is a term plan that allows a customer to purchase DS1 High Capacity Service over a 1, 2, 3, 5, or 7 year period. During the term of the selected DS1 TPP, Telephone Company initiated recurring rate changes (increases or decreases) will automatically be applied to the monthly payments for the remaining months of the current DS1 TPP term. The monthly recurring rate during the DS1 TPP term will never exceed the initial DS1 TPP rate. The DS1 TPP rates can be found in Section 7.11.5.3 following.

The DS1 TPP cannot be combined with other tariffed services, discounts, or pricing flexibility contracts, unless explicitly stated in the respective tariff terms and conditions.

The following recurring rate elements are included in the DS1 TPP as described in 7.2 (Rate Regulations):

- DS1 High Capacity Service Channel Termination;
- DS1 High Capacity Service Channel Mileage - Channel Mileage Facility (per mile) and Channel Mileage Termination (per termination);
- DS1 High Capacity Service Central Office Multiplexing;
- DS1 High Capacity Service Collocation Transport (Fixed and Per Mile).

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7. Special Access Service (Cont'd)

(N)

7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(B) Conversion of service to a new DS1 TPP or Higher Speed Service

During a customer's DS1 TPP term, conversion may be made to a new DS1 TPP term of the same or different length or an upgrade may be made to a higher speed service, if the expiration date for the new DS1 TPP term or for the new higher service is beyond the expiration of the original DS1 TPP term. The new DS1 TPP term or higher speed service must occur between the same two termination points as the original DS1 service being converted. The new DS1 TPP term or the higher speed service term becomes effective upon completion of the conversion activity. The rates, terms, and conditions applicable for the new DS1 TPP term or higher speed service will be those in effect at the time the conversion is requested. Credit for months under the previous DS1 TPP may not be transferred to the new DS1 TPP or to the higher speed service term. When all conditions described above are met, termination liability for the remaining months on the original DS1 TPP will not apply.

(C) Moves

During a DS1 TPP term a customer may move one end of a DS1 High Capacity Service to another location in the same LATA and keep the DS1 TPP in force provided the following requirements are met:

- (1) the customer must have met the minimum in-service period at the previous location and will be subject to a new minimum in-service period at the new location; and
- (2) the Move is accommodated on a single customer order with the stipulation that the BAN (Billing Account Number), the NC (Network Channel Code), ACTL (Access Customer Terminal Location) and the ECCKT (Circuit Id) are provided and are the same as for the existing circuit being moved.

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7. Special Access Service (Cont'd)

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7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(C) Moves (Cont'd)

Moves to a different wire center may result in a change in the application of the rate elements associated with the service and therefore could result in a change in the monthly recurring charges.

EXAMPLE #1: One end of a DS1 is changed from Location A to Location B within the same LATA. The new Channel Mileage associated with the one-ended Move increased by 2 miles. Therefore, the resulting Channel Mileage calculation increases the monthly recurring charge accordingly.

EXAMPLE #2: One end of a DS1 is changed from Location C to Location D within the same LATA. The new Channel Mileage associated with the one-ended Move decreased by 5 miles. Therefore, the resulting Channel Mileage calculation decreases the monthly recurring charge accordingly.

If no lapse in service occurs and if the requirements in (1) and (2) as stated previously are met, termination liability will not apply. Nonrecurring Channel Termination Charges or Nonrecurring Collocation Transport Charges for the physical move will apply.

(D) Expiration of DS1 TPP Term options

DS1 TPP is not available for renewal. At the expiration of the DS1 TPP term, the customer may select a new DS1 TPP term at the prevailing DS1 TPP rates. If a customer does not wish to purchase a new DS1 TPP at the expiration of the term, the customer's service will automatically convert to the current month-to-month rates.

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7. Special Access Service (Cont'd)

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7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(E) DS1 High Capacity Service Portability Commitment

DS1 High Capacity Service Portability Commitment provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 TPP Termination Liability, as described in 7.11.5.2(G), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and will last 3-years. The Portability Commitment cannot be renewed.

Customers may purchase DS1 service under DS1 TPP terms of 2, 3, 5, or 7 years and have the associated Channel Terminations count towards the CL.

Following are the terms and conditions associated with the Portability Commitment:

- (1) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis. The initial monthly CL is calculated by Telephone Company and is the total of all DS1 Channel Terminations in-service for the month previous to the month in which the Portability Commitment form is signed. The initial monthly CL will consist of all Channel Terminations including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the Portability Commitment is signed; and
- (2) Customer must have a minimum of 250 Channel Terminations in-service each month and at least 80% of the CL under a 2, 3, 5, or 7 year DS1 TPP each month; and

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7. Special Access Service (Cont'd)

(N)

7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(E) DS1 High Capacity Service Portability Commitment
(Cont'd)

- (3) Each month, the total number of 2, 3, 5, and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
- (a) If the total number of Channel Terminations, as calculated above, is 80% - 124% of the CL, no other charges will apply for the previous month.
- (b) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows:
- (i) Customer will be billed the difference between 80% of the CL and the actual number of in-service Channel Terminations.

EXAMPLE #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the current Nonrecurring Channel Termination rate. For subsequent months, Customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel Terminations that are below 80% of the CL (multiplied) by the current nonrecurring Channel Termination rate, until 80% of the CL is met.

- (c) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the CL, the customer will be billed an adjustment factor equal to the Nonrecurring Channel Termination charge multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL.

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7. Special Access Service (Cont'd)

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7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(E) DS1 High Capacity Service Portability Commitment
(Cont'd)

(3) (Cont'd)

- (ii) EXAMPLE #2: Customer B has a CL of 500 Channel Terminations. In month 5 of the commitment, Customer B has 650 Channel Terminations in-service. Customer B has exceeded the CL by more than the 124% threshold (620). Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620)(multiplied) by the current Nonrecurring Channel Termination rate. For subsequent months, Customer B will continue to be charged the Nonrecurring Channel Termination rate multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold.
- (d) Customers may increase the Commitment Level (CL) at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a customer increases the CL.
- (e) If the customer elects to terminate the DS1 High Capacity Service Portability Commitment or elects to decrease the CL prior to the 3-Year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations (multiplied) by the prevailing Month-to-Month recurring rate (multiplied) by the number of months remaining in the term of the Portability Commitment.
 - (i) EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment, Customer C elects to decrease the CL by 50 Channel Terminations. The Termination Liability associated with the decrease is equal to:

(50 Channel Terminations) X (26 months remaining) X
(prevailing Month-to-Month Rate)

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7. Special Access Service (Cont'd)

(N)

7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(3) (Cont'd)

(ii) EXAMPLE #4: Customer D has a CL equal to 500 Channel Terminations. In month 20 of the 36-month Portability Commitment, Customer D elects to terminate the entire Portability Commitment. The Termination Liability associated with the termination of the entire commitment is equal to:

(500 Channel Terminations) X (16 months remaining) X
(prevailing Month-to-Month Rate)

(F) Applicable One-Time Charges

(1) DS1 Term Payment Plan Non-Recurring Charges

Non-recurring channel termination charge will apply per channel termination on new installations of DS1 High Capacity Service on 1 year DS1 TPP term, and on all physical moves of DS1 High Capacity Services. Non-recurring channel termination charges will be waived on new installations with 2, 3, 5, and 7 year DS1 TPP terms. The Nonrecurring Channel Termination Charge will also apply, applicable as stated in 7.11.5.2(E) previously, for customers who have a DS1 High Capacity Service Portability Commitment.

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7. Special Access Service (Cont'd)

(N)

7.11 High Capacity Service (Cont'd)7.11.5.2 DS1 Term Payment Plan (DS1 TPP) (Cont'd)(G) Termination Liability

Termination liability charges will apply in the following cases:

- (1) In the event service is terminated prior to the expiration of the minimum service period, charges, as specified in Section 5.2.5 (Minimum Period), will apply in addition to the termination liability charges identified in 7.11.5.2(G) (2) following.
- (2) In the event service is terminated prior to the end of the DS1 TPP term, a termination charge utilizing the following termination percentage will apply:

Termination Billing Period Percentage: 40%

The termination charge is calculated as follows:

(Monthly Recurring Rate) X (Months remaining in DS1 TPP term) X (Termination Billing Period Percentage)

Example: A customer with a \$500 monthly rate terminates service with 10 months remaining in a 3 year DS1 TPP term. The termination liability charge would be calculated as follows:

$$(\$500) \times (10) \times (.40) = \$2000$$

(N)

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7. Special Access Service (Cont'd)

(N)

7.11 High Capacity Service7.11.5 Rates and Charges General Description (Cont'd)7.11.5.3 Rates and Charges (Cont'd)(F) DS1 Term Payment Plan

(1) Channel Termination

- Per Point of Termination

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
TMECS	\$122.50	\$120.00	\$115.00	\$ 105.00	\$100.00

(2) Channel Mileage

- Channel Mileage Termination (per termination)

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1L5XX	\$ 50.00	\$ 45.00	\$ 40.00	\$ 35.00	\$ 32.50

- Channel Mileage Facility (per mile)

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1L5XX	\$ 9.00	\$ 9.00	\$ 8.75	\$ 8.50	\$ 8.25

(3) Central Office Multiplexing DS1 to DS0 voice/digital

-Per arrangement

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
MQ1, MQ1++, QMU, QMUA1, QMU++	\$170.00	\$170.00	\$170.00	\$ 160.00	\$150.00

(4) Collocation Transport

-Channel Mileage

- Fixed

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1H48S	\$ 50.00	\$ 45.00	\$ 40.00	\$ 35.00	\$ 32.50

- Per Mile

USOC	1 Year	2 Year	3 Year	5 Year	7 Year
1H48S	\$ 9.00	\$ 9.00	\$ 8.75	\$ 8.50	\$ 8.25

(5) Nonrecurring Charges-One Time Charges

- Per point of channel termination

USOC	DESCRIPTION	RATE
TMECS	Channel Termination Nonrecurring Charge	\$ 900.00
1H48S	Collocation Transport Nonrecurring Charge	

NOTE: Channel Termination Nonrecurring Charges and Collocation Transport Nonrecurring Charges are waived on new installations of DS1 High Capacity Service with a 2, 3, 5, or 7 year DS1 TPP.

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