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**7.1 GENERAL**

**7.1.1 RATING INFORMATION**

A.2.c.(3) (Cont'd)

- If the change involves changing the type of signaling on a Voice Grade Service, a charge equal to the Voice Grade channel termination rate element nonrecurring charge will apply. The charge will apply per service termination affected.
- If the change involves the changing of the type of Channel Termination (e.g., a change of the Channel Termination from VG2 to VG3 or change from DS3 Electrical Interface to Optical Interface), it will be treated as a discontinuance of the existing service and the installation of a new service.
- If the change to existing DS1 Service involves changing Frame Format or Line Code, (e.g., SuperFrame to ANSI Extended SuperFrame format, AMI to B8ZS line code for Clear Channel Capability or any frame format to Free-Frame, or vice versa), a nonrecurring charge.
- For all other changes, including the addition of optional features without separate nonrecurring charges (except for Clear Channel Capability), a charge equal to a channel termination rate element nonrecurring charge will apply. Only one such charge will apply per service, per change.
- If the change involves the installation of a new service to change an existing service to a different Company Central Office location, it shall be done in accordance with provisions set forth in 7.4, 7.10, 7.11 and 7.12. All applicable nonrecurring and discontinuance charges will apply.

(C-x)  
(C-x)  
|  
(C-x)

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.1 RATING INFORMATION (Cont'd)**

D. Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises (T-x)
- The customer's premises (D-x)

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building. (C-x)

1. Moves Within the Same Building (D-x)

When the move is to a new location within the same building (i.e., Point of Termination at the customer's premises), the charge for the move will be an amount equal to one-half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum service period requirements. (T-x)  
(C-x)  
(C-x)  
(C-x)  
(C-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.1 RATING INFORMATION**

D. Moves (Cont'd)

2. Moves to a Different Building

a. Moves of an Entire Service

Moves of an entire service to a different building for all Private Line Transport Services under month-to-month or Fixed Period Rate Plans, will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. Moves of DS1 Service, DS3 Service, Simultaneous Voice Data Service (SVDS) and Synchronous Service Transport (SST) with Fixed Period Rate Plans that qualify for use of Portability may be done as set forth in this section. As of May 29, 1995, PLTS customers subscribing to Fixed Period Rate Plans or pricing plans can move to a different building within the Company region utilizing the Termination Liability and Waiver Policy as set forth in 7.1.8, following. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(T-x)  
(T-x)  
(M-x)  
|  
(T-M-x)  
(T-x)  
(T-x)  
(T-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.1 RATING INFORMATION

D. Moves

2. Moves to a Different Building (Cont'd)

b. Moves of a Portion of a Service

Moves of a portion of a service to a different building within the same Local Access and Transport Area (LATA) for DS1, DS3, SVDS and SST Services with Fixed Period Rate Plans or pricing plans in service prior to May 29, 1995, may be eligible for Portability as described in 3., following. Moves of a portion of a service to a different building within the Company region for PLTS services installed on or after May 29, 1995, may be done utilizing the Termination Liability and Waiver Policy as set forth in 7.1.8, following.

(1) Moves of a Lower Speed Channel Termination in a Multiplexed Arrangement

When a lower speed channel termination, or SST equivalent, of a multiplexed service is moved to a different customer premises, same wire center, 100% (one hundred percent) of the CT or associated Port nonrecurring charge will apply for the channel termination, or SST equivalent, that is moved.

The new CT, or SST equivalent, must be the same transmission speed as the CT, or SST equivalent, which is being disconnected. New minimum period requirements, as set forth in 5.2.5, will apply. The addition of new CTs or Ports made in conjunction with this move will be treated as new service and appropriate nonrecurring charges and new minimum period requirements will apply for the new CTs or Ports. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(D-x)  
(M-x)  
(C)  
(C)  
(T)  
(C)  
(C-M-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.1 RATING INFORMATION**

D. Moves

2. Moves to a Different Building

b. Moves of a Portion of a Service (Cont'd)

(2) Moves of the High Speed Channel Termination in a Multiplexed Arrangement

(D-x)  
(T-M-x)

When the higher speed CT, SST Remote or CO Node, or EICT or ITP in a multiplexed arrangement is disconnected and a new CT, SST Remote or CO Node, EICT or ITP is installed at a new customer premises same, serving wire center, but the associated CO multiplexer or SST equivalent and lower speed services remain in place, the nonrecurring charge will be 100% (one hundred percent) of the CT or associated SST CO Port nonrecurring charge for the higher speed CT, SST Remote or CO Node, or EICT or ITP being installed at a new customer premises and no charge applies for each of the lower speed services that terminate on the higher speed CO multiplexer(s).

(C)  
(C)  
(C)  
(C)  
(C)

The new CT, SST Remote or CO Node, or EICT or ITP must be the same transmission speed as the CT, SST Remote or CO Node, or EICT or ITP which is being disconnected. New minimum period requirements, as set forth in 5.2.5, will apply. Any changes to the existing associated lower speed services will result in a discontinuance of the whole service and a start of new service and all associated nonrecurring charges and new minimum period requirements will apply. The addition of new lower speed CTs made in conjunction with this move will be treated as new service and appropriate nonrecurring charges and new minimum period requirements will apply for the new CTs. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(C)  
|  
(C)  
(T)  
(T)  
(C)

(T-M-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.1 RATING INFORMATION**

D. Moves

2. Moves to a Different Building

b. Moves of a Portion of a Service (Cont'd)

(2) Moves of the High Speed Channel Termination in a Multiplexed Arrangement

Moves of a portion of a service will be done in accordance with a. and b., preceding, providing the following conditions are met:

(T-M-x)  
(T)

- The customer must specify a coordinated move of a portion of a service,
- The central office multiplexer(s) must remain unchanged, this includes no changes to the lower speed services terminating on the central office multiplexer or change in type of multiplexer (e.g., 1x7 to a 1x1),
- The nonrecurring charges will always be billed to the customer of record of highest level of service/s and
- The customer of record for the central office multiplexer at the highest level of service is responsible for all coordination with the customer of record of the lower speed services terminating on the central office multiplexer.

(C)  
|  
(C)  
|  
(C)

A coordinated move requires that the customer of record for the central office multiplexer at the highest level of service coordinate any necessary changes in routing or termination due to the replacement of a Private Line Transport channel termination leased from the Company with an EICT or ITP, ordered from Section 21, or a different CT. Any changes required by the customer of record to the lower speed services must be done on a separate order or request to the Company either before or after the coordinated move.

(T)  
(C)  
(T)  
(M-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.2 MISCELLANEOUS CHARGES AND CREDITS (Cont'd)**

D. Rollover

1. Description

A rollover allows for a lower speed service (i.e., Voice Grade Service, Digital Data Service, DS1 Service, DS3 Service, Simultaneous Voice Data Service or SONET Ring Service) to be either placed onto a higher speed service or moved from one higher speed service to a different higher speed service or moved to a different channel on the same multiplexed service.

Should the customer request to have work performed which involves the change of an:

(D-x)  
(T-x)

- Existing Voice Grade Service (i.e., Standard or WATS) onto a multiplexed DS1 Service, or
- Existing Digital Data Service onto a multiplexed DS1 Service, or
- Existing Simultaneous Voice Data Service onto a multiplexed DS1 Service, or
- Existing DS1 Service or DS3 Service onto a multiplexed higher speed facility, in this Section and/or Section 15, following,
- Existing SRS 1.544 onto an SRS multiplexed higher speed facility, and

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.2 MISCELLANEOUS CHARGES AND CREDITS**

D.1. (Cont'd)

All of the following conditions are met, a rollover charge will apply to the lower speed service as specified, following:

- The services are provided between the same customer locations as the original service(s), and
- All rollovers are performed at the same Company Central Office location, and
- All services involved in the rollover are provided by the Company.

(D-x)

Discontinuance regulations as set forth in 7.1.3.A., following, will apply and discontinuance charges will be assessed, if applicable in addition to the rollover charges.

(C-x)

(C-x)

(D-x)

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.2 MISCELLANEOUS CHARGES AND CREDITS**

D. Rollover (Cont'd)

	<b>USOC</b>	<b>NONRECURRING CHARGE</b>	
2. Rates			
a. Rollover of existing Voice Grade Service onto a multiplexed DS1 Service, per service termination affected for either a two-wire or four-wire service			(T-x) (C-x)
• Standard Voice/WATS	NR6RA	\$ 57.76	
b. Rollover of existing Digital Data Service onto a multiplexed DS1 Service, per service termination affected			(T-x) (C-x)
• 2.4, 4.8, 9.6, 19.2, 56, 64 kbps	NR6RB	65.00	
c. Rollover of existing Simultaneous Voice Data Service onto a multiplexed DS1 Service, per service termination affected			(T-x) (C-x)
• 2.4, 4.8, 9.6, 19.2 kbps	NR6RS	200.00	

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.2 MISCELLANEOUS CHARGES AND CREDITS**

D.2. (Cont'd)

**USOC**

- |   |  |  |       |  |                |
|---|--|--|-------|--|----------------|
| d. Rollover of existing DS1 Service or DS3 Service to a multiplexed higher facility |  |  |       |  | (T-x)<br>(C-x) |
| • DS1 Service onto a multiplexed higher facility                                    |  |  | NR6RC |  |                |
| • DS3 Service onto a multiplexed higher facility                                    |  |  | NR6R1 |  | (C-x)          |

**NONRECURRING CHARGES[1]**

	<b>NON-PLAN</b>	<b>ZONE 1</b>	<b>ZONE 2</b>	<b>ZONE 3</b>
• Per termination affected	\$122.50	\$122.50	\$122.50	\$122.50

**USOC**

- |  |  |  |       |  |       |
|--|--|--|-------|--|-------|
| e. Rollover of existing DS1 Service onto a multiplexed DS3 Service and included in DS1 NetPlan Plan A[2] |  |  | NR6RO |  | (C-x) |
|--|--|--|-------|--|-------|

**NONRECURRING CHARGES[1]**

	<b>NON-PLAN</b>	<b>ZONE 1</b>	<b>ZONE 2</b>	<b>ZONE 3</b>
• Per DS1 Service termination affected	\$61.25	\$61.25	\$61.25	\$61.25

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[1] Nonrecurring charges for Non-Plan and Zones 1, 2 and 3 apply as set forth in 7.1.1.B.

[2] DS1 NetPlan Plan B Rollover nonrecurring charges are waived at 100%, and Plan A and Plan C Rollover nonrecurring charges are waived at 50%, as set forth in 7.1.3.A.					(C-x)   (C-x)
--	--	--	--	--	---------------------

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Effective: December 16, 2003

**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.2 MISCELLANEOUS CHARGES AND CREDITS**

D.2. (Cont'd)

	<b>USOC</b>	<b>NONRECURRING CHARGE</b>	
f. Rollover of existing SRS to an SRS multiplexed higher facility			(T-x) (C-x)
• 1.544 Mbps SRS onto an SRS multiplexed higher facility	NR6RR	\$122.50	(C-x)

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.3 MULTI-PRODUCT PRICING PLANS (Cont'd)**

C. DS1/DS3 Regional Commitment Program

(S-y)

The following terms, conditions and rates apply to currently established Regional Commitment Programs (RCPs). Grandfathered terms, conditions and rates can be found in 7.99.4.

(S-y)

1. Description

A Regional Commitment Program (RCP) established on or after February 2, 2002, is an optional pricing plan that allows DS1 and/or DS3 customers to receive 20% price reductions for committing to a minimum quantity level of DS1 and DS3 Service Channel/Circuit Terminations (CTs) for a 48-month term. The commitment level and RCP credit only apply to Company-provided service. The price reductions are taken from the month-to-month rate.

(C-x)

(C-x)

(C-x)

Rate reductions to the month-to-month rate will apply to all RCP customers if their existing rate is higher. The price reductions are expressed in the form of credits as specified in 2.c., following.

The term CT will be used to identify both DS1 and/or DS3 Channel/Circuit Terminations throughout this RCP description. DS1 CTs and DS3 CTs must be committed to, counted, and credited separately by DS1 and DS3 service.

The customer has the option of committing 90% commitment level of each, DS1 CTs and DS3 CTs with the flexibility to adjust the actual quantity either monthly or annually. With this option, the RCP credit applies to 100% of the DS1 and DS3 Services, except for the services identified in 2.a., following.

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(y) Reissued matter from Transmittal No. 179 to become effective December 16, 2003.

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## **7. PRIVATE LINE TRANSPORT SERVICE**

### **7.1 GENERAL**

#### **7.1.3 MULTI-PRODUCT PRICING PLANS**

##### **C. Regional Commitment Program (Cont'd)**

##### **2. Terms and Conditions**

- a. Grandfathered features and services, such as capacity service, are not included in the RCP monthly recurring calculations. The following DS1 Services are also excluded from the RCP calculations.

- DS1 Radio Interface
- Automatic Loop Transfer
- D.C. Line Power
- Transfer Arrangement
- Free-Framed DS1 Service

- b. During the commitment period of 48 months, the customer's RCP services may be moved as set forth in 7.1.1.D. All applicable nonrecurring charges for the move will apply. The monthly rates for the moved RCP service will not change simply because the customer moved the service. The Termination Liability and Waiver Policy, as set forth in 7.1.8, will not apply to RCP service moves.

- c. Requests or orders to establish RCP, received by the close of business on the 15th of the month, will be effective with the following month's billing periods. For each billing period, the Grandfathered RCP customer will be billed the rate stabilized month-to-month rates for DS1/DS3 Services. Customers with RCP which is not Grandfathered will always be billed the current month-to-month rates. RCP customers will then receive credit on their next month's billing for RCP. Except those services/features specified in a., preceding, all rate elements described in 7.11.4 and 7.12.4 are included in the calculation of the RCP credit. DS1 and DS3 credits are calculated and applied separately. Use the following method to calculate the credit amount.

(C-x)

- Determine the monthly recurring amount billed for services in the RCP credit calculation.
- Divide the Services' monthly recurring amount by the total number of in-service CTs. That figure is the average price.
- Multiply the average price times the number of CTs in service, then
- Multiply the result times 20%.

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL (Cont'd)

7.1.8 TERMINATION LIABILITY AND WAIVER POLICY

A. General

Termination Liability and Waiver Policy provides the terms and conditions for customers subscribing to Pricing Plans (e.g. VTPP, DS3 Pricing Plan, Voice Grade Rate Stability, MBSS Pricing Plan or any other fixed term plan as set forth in this Section), as well as Portability in 7.1.1, preceding. As of May 29, 1995 new customers subscribing to PLTS Pricing Plans are subject to the Termination Liability and Waiver Policy terms and conditions in lieu of the Grandfathered: Discontinuance Charges, Upgrades in Capacity, Upgrades in Transmission Speed and Upgrades in Service as set forth in the Pricing Plans. Customers with Pricing Plans in service prior to May 29, 1995 may utilize the terms and conditions of the existing pricing plans or the Termination Liability and Waiver Policy. This offer is valid until either the expiration date or the termination of the existing term.

(T-x)  
(C-M-x)  
(T)  
(T)  
(M-x)  
(D-x)  
(M-x)

B. Termination Liability

Customers with Pricing Plans in service prior to August 12, 1997 will retain a Termination Liability of 15% until the expiration of their existing fixed period.

(M-x)

When the entire service or a portion of the service prior to the expiration of the customer's pricing plan is discontinued by the customer, termination charges apply unless the customer satisfies the conditions specified in the Waiver Policy as set forth in C., following.

(T-x)  
(T-x)  
(D-x)

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.8 TERMINATION LIABILITY AND WAIVER POLICY

B. Termination Liability (Cont'd)

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

(M-x)  
|  
(C)  
(T-M-x)  
(T-x)  
|  
(T-x)  
(T-M-x)  
(T-x)  
|  
(T-x)  
(D-x)

C. Waiver Policy

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

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

(T-x)  
(C-x)  
|  
(C-x)  
(D-x)  
(T-M-x)  
|  
(M-x)  
(D-x)

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.8 TERMINATION LIABILITY AND WAIVER POLICY**

C. Waiver Policy

(D-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.8 TERMINATION LIABILITY AND WAIVER POLICY**

C. Waiver Policy (Cont'd)

- The total value of the new service must be equal to or greater than 115% of the remaining value of the existing pricing plan service. Nonrecurring charges and Special Construction charges will not be used for the Waiver calculation;
- The order to disconnect the existing service and the order for the new service are received by the Company at the same time and both orders must reference the application of the Waiver Policy;
- The new service due date must be on or before the due date of the disconnection of the old service, unless the installation is delayed due to Company reasons;
- A new minimum service period applies to the new service; and
- The customer agrees to pay all outstanding recurring and nonrecurring charges. These charges will not be included in the new service pricing plan.

(D-x)  
(C-M-x)  
  
(C)  
  
  
  
(T)  
(T-M-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.8 TERMINATION LIABILITY AND WAIVER POLICY**

C. Waiver Policy (Cont'd)

(D-x)

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.8 TERMINATION LIABILITY AND WAIVER POLICY**

C.6. (Cont'd)

(D-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.1 GENERAL**

**7.1.8 TERMINATION LIABILITY AND WAIVER POLICY**

(D-x)

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## **7. PRIVATE LINE TRANSPORT SERVICE**

### **7.14 SYNCHRONOUS SERVICE TRANSPORT (SST) (Cont'd)**

#### **7.14.2 PRICING PLANS**

At the customer's option, SST Bandwidth Capacity is available initially with a SST Pricing Plan for a 12-, 24-, 36- or 60-month fixed period only. The customer must specify the length of a fixed period service rate plan at the time the service is ordered. The minimum period for all fixed period service rate plans is 12 months, except as specified in 2.4.2. SST Pricing Plans allow the Private Line Transport Service customer to integrate SST into their networks with the assurance that no Company-initiated monthly rate increases will occur during the fixed period.

Customers with an SST Pricing Plan in service prior to May 29, 1995 may utilize Termination Liability and Waiver Policy as set forth in 7.1.8, in lieu of Grandfathered Upgrades in Capacity and Service, and Discontinuance of Service. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12-month term, May 29, 1997 for a 24-month term, May 29, 1998 for a 36-month term and May 29, 2000 for a 60-month term, whichever comes first. After May 29, 1995, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SST Pricing Plan.

(C-M-x)

(C-M-x)

#### **A. Fixed Period Service Rate Plans**

SST Pricing Plan includes 155.52 Mbps SONET Ring Service for 36 and 60 months only. Month-to-month SRS is not available. Rates and Charges for SRS 155.52 Mbps are set forth in 7.15.3, following.

SST rate elements other than Bandwidth Capacity may be ordered initially as month-to-month service or under a 12-, 24-, 36-, or 60-month fixed period service rate plan. GeoMax rate elements are initially only available under a 36- or 60-month fixed period service rate plan and must match the Bandwidth Capacity rate plan in effect. SST or rate elements may be ordered with the same fixed period service rate plan as the Bandwidth Capacity or a lesser plan not to exceed the number of months remaining on the Bandwidth Capacity fixed period as set forth following:

1. When the customer's SST or GeoMax rate element fixed period service plan is the same as the Bandwidth Capacity fixed period, the SST or GeoMax rate element fixed period will expire on the same date as the Bandwidth Capacity fixed period regardless of when it was ordered (e.g., if the Bandwidth capacity is a 60-month fixed period rate at month 10 of the plan and the customer orders an OC3 port 60-month fixed period, the OC3 port will be billed at the 60-month rate for the next 50 months).
- (x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.14 SYNCHRONOUS SERVICE TRANSPORT (SST)**

**7.14.2 PRICING PLANS**

**A. Fixed Period Service Rate Plans (Cont'd)**

2. When the customer orders a SST or GeoMax rate element fixed period service plan for a lesser number of months than the Bandwidth Capacity fixed period the or GeoMax rate element fixed period will expire based upon its expiration date. For example, if the customer's Bandwidth Capacity is a 60-month fixed period rate with 40 months remaining and the customer orders an OC3 port under a 36-month fixed period service rate plan, the OC3 port will be billed at the 36-month rate for the next 36 months.
3. Customers may order month-to-month service in combination with any SST fixed period service rate plan. A month-to-month option is available for Bandwidth Capacity only after the customer completes the initial fixed period rate plan.

For customers that subscribe to fixed period service of 12, 24, 36 or 60 months, the monthly rates for the entire fixed period will be frozen from Company-initiated increases, at the rates in effect for the fixed period on the service date. At the end of the fixed period, the customer may convert to month-to-month or subscribe to a new fixed period service. The monthly rates will be adjusted to those in effect for the new fixed period service. Should the customer not make a choice by the end of the fixed period, the rates will automatically revert to the month-to-month option.

If a rate decrease occurs during the term of an existing fixed period service rate plan, the reduced rates will automatically be applied to the time remaining in the service period.

Effective September 1, 1998, customers establishing a Fixed Period Rate Plan, will not receive a rate decrease if the Company decreases rates during the term of the plan. Fixed Period Rate Plans established on or before August 31, 1998, will automatically receive a rate decrease if the Company decreases rates during the term of the plan.

Existing SST Service customers currently under month-to-month and in service prior to July 26, 1996 will retain the 1-month minimum period. All new SST Services installed after July 26, 1996 will have a 12-month minimum period. GeoMax Services will have a 36-month minimum period.

- (x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.
- (y) Reissued matter from Transmittal No. 179 to become effective December 16, 2003.

(D-x)  
(C-x)

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

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.14 SYNCHRONOUS SERVICE TRANSPORT (SST)**

**7.14.2 PRICING PLANS (Cont'd)**

B. Upgrades

1. Upgrades in Rate Plans

One or all SST or GeoMax rate elements rated under the month-to-month plan or an existing fixed period service rate plan may be upgraded to a new fixed period service rate plan at any time the customer chooses without incurring nonrecurring or discontinuance charges.

(C-x)

This upgrade will be allowed provided the channel interface and the customer-designated premises remain the same. Additionally, the new fixed period service rate plan must meet or exceed the fixed period service rate plan being upgraded. For example, a rate element with a 36-month fixed period service may be upgraded to a new 36-month, or longer, fixed period service. The monthly rates will be those that are in effect at the time the service is upgraded.

New minimum service period applies to all SST or GeoMax rate elements that are upgraded in the following manner:

- If the service being upgraded has been in place for more than 12 months, minimum period provisions will not apply, or
- If the service being upgraded has been in place for less than 12 months, the time in service will be applied against the minimum period term.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.99 GRANDFATHERED SERVICES AND TERMS** (S-y)

**7.99.2 RESERVED FOR FUTURE USE** (C-x)

- (x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.
- (y) Reissued matter from Transmittal No. 179 to become effective December 16, 2003.

Certain material previously on this page can now be found on Pages 7-30 and 7-31.

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**7. PRIVATE LINE TRANSPORT SERVICE**

**7.99 GRANDFATHERED SERVICES AND TERMS (Cont'd)**

**7.99.5 RESERVED FOR FUTURE USE**

(T-x)

(x) Proposed matter withdrawn and existing matter reinstated under the authorization of Special Permission No. 03-108.

Certain material on this Page can now be found on Pages 7-154 and 7-155.

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